

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

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

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the member entity 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.

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

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.

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

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 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.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor agrees to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

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 Deviation

If a deviation of pricing 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

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

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.

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

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 the 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

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractor's coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders 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 client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client 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.

CONTRACT AND DOCUMENTS

The 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 contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the 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 contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance 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 contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, 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 contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

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.
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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 General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company SRG Roofing, LLC
 Address 3200 Earhart Dr
 Carrollton, TX 75006
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (214) 492-3564
 Fax 1 (972) 818-1069
 Email
 Submitted 12/7/2015 11:40:42 AM CT
 Total \$0.00

Signature Mark Werner

Email m Werner@srgroofing.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	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	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.)	SRG Roofing, LLC is a commercial and industrial roof contractor the does the following trades: Roofing - Commercial and multifamily Waterproofing Siding metal roofing standing seam service work
6	Primary Contact Name	Primary Contact Name	Mark Werner
7	Primary Contact Title	Primary Contact Title	General Manager
8	Primary Contact Email	Primary Contact Email	mwerner@srgroofing.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8558603732
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9728181069
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2144923564
12	Secondary Contact Name	Secondary Contact Name	Terry Marquis
13	Secondary Contact Title	Secondary Contact Title	Director of Operations
14	Secondary Contact Email	Secondary Contact Email	tmarquis@srgroofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8558603732
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9728181069
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2144917978
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kathy Repka
19	Admin Fee Contact Email	Admin Fee Contact Email	krepka@srgroofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8558603732
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kathy Repka
22	Purchase Order Contact Email	Purchase Order Contact Email	krepka@srgroofing.com

23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8558603732
24	Company Website	Company Website (Format - www.company.com)	www.srgroofing.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-2030327
26	Primary Address	Primary Address	3200 Earhart Drive
27	Primary Address City	Primary Address City	Carrollton
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75006
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	roofing, waterproofing, metal, gutter, downspouts, single ply, multiply, coping, modified cap sheet, TPO, ISO, siding, standing seam, built up roofing, GAF, Firestone, repairs, service work
31	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 Regulations for Contracts 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.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Carrollton
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	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
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	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
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	3500000.00
45	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	12 months

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: SRG Roofing, LLC

Mailing Address: 4200 Earhart Drive

City: Carrollton

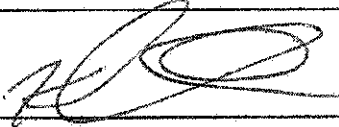
State: Texas

Zip: 75006

Telephone Number: (855) 860-3732

Fax Number: (972) 818-1069

Email Address: kkirkwood@srgroofing.com

Authorized Signature: 

Printed Name: Kevin Kirkwood

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.

Blunde McNatt 1/21/16
TIPS Authorized Signature Date

David Wayne Fitts 1/21/16
Approved by Region VIII ESC Date

References

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

Organization	City	State	Contact Name	Contact Phone
Keller ISD	Keller	Texas	Bryan Goldsmith	817-379-2900
TWU	Denton	Texas	Steve Adcock	940-465-4086
Shelton School	Dallas	Texas	Marc Shepherd	972-774-1772

Company Profile

Please provide the following:

1. Company's official registered name.

SRG Roofing LLC

2. Brief history of your company, including the year it was established.

SRG Roofing is full service roofing contractor, we can help you address all of your roofing needs.

We specialize in roofing commercial, industrial, public buildings, and multi-family. With over 12 years of experience we are sensitive to the needs of our clients and understand the importance of maintaining production, safety for employees, and safe guarding materials.

SRG Roofing was founded in 2003 for the purpose of providing commercial, industrial, and multifamily roofing service in the state of Texas. Today we have grown into a nationwide company through our dedicated team and personal relationships with our clients. We believe that by developing a trusted partnership with our clients, following innovative business practices, offering competitive pricing, and understanding project goals, we can help you complete your roofing project of any size. Whether it is a new property you just purchased, maintaining an existing property or renovating an older property, our team will work to provide you with the most cost effective, environmentally friendly and top of the line roofing system available. We look forward to building a relationship with you on your next roofing project.

Below is the SRG Company video, this will give a great overview of our culture and capabilities.

<http://www.srgroofing.com/srgvideo>

3. Corporate office location.

Carrollton, Texas
Jacksonville, Florida
Orange County, California

4. List the total number of sales persons employed by your organization within the United States, broken down by market.

Carrollton, Tx – 5 Sales People
Jacksonville, Fa – 3 Sales People
Orange, CA – 1 Sales Peron

5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Carrollton, Tx – 4200 Earhart Dr, Carrollton, Tx 75006
Mark Werner, GM, 214-492-3564, mwerner@srgroofing.com
Gilbert Rosencrans, Director of Operations, 972-922-2899, grosencrans@srgroofing.com
Danny Horrell, Nation Service Director, 469-422-7781, dhorell@srgroofing.com
Jascsonville, Fa – 8880 Corporate Square Court, Jacksonville, Fa 32216
River Tunnell, National Account Manager, 817-437-2334, rtunnell@srgroofing.com
Caleb Green, General Manager, 904-377-0866, cgreen@srgroofing.com
Orange, Ca – 4122 E Chapman Ave, suite 11, Orange, Ca
Scott Olsen, General Manager, 714-357-8135, solsen@srgroofing.com

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- A. Sales – Mark Werner, mwerner@srgroofing.com
- B. Sales Support – Terry Marquis, tmarquis@srgroofing.com
- C. Marketing – Roland Miranda, rmiranda@srgroofing.com
- D. Financial Reporting – Hayden Lindley, hlindley@srgroofing.com
- E. Executive Support – Kevin Kirkwood, kkirkwoof@srgroofing.com

7. Define your standard terms of payment. 20% down payment, net 30 remaining

8. Overall annual sales for the last three (3) years; 2013, 2014, 2015

38 million

9. What differentiates your company from competitors?

<http://www.srgroofing.com/srgvideo>

Today we have grown into a nationwide company through our dedicated team and personal relationships with our clients. We believe that by developing a trusted partnership with our clients, following innovative business practices, offering competitive pricing, understanding project goals, and giving back to our community and employees differentiates SRG Roofing from other roofing companies.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

SRG plans to market this contract with Tips by utilizing both print and digital marketing. Within the first 30 days, SRG will issue a press release via email, social media and website that is co-branded to include Tips and announce the roofing project. SRG will also share this information via an email campaign to our mailing lists, including current clients and organizational memberships. Direct mail will involve a “snapshot of the project” to clients and potential clients within a 10 mile radius. SRG would be happy to include this contract within our advertising with BOMA and other organizations like NRCA, as well as during participation in regional trade shows in Texas and Florida.

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

All SRG Roofing proposals are done in a presentation format, we will have a hand out to go over with clients, plus all sale representatives will be fully trained in the language of TIPS so they can explain the benefits of the program.

3. Explain how your company plans to market this agreement to existing government customers.

SRG will utilize our inside sales team to market to existing and new customers. We will set up lunch and leans, do business development meetings, and tradeshow presentations.

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$1 Million in year one

\$1.3 Million in year two

\$ _____ in year three

10401 Old Eagle River Ln.
McKinney, TX. 75070

Cell: 469.422.7781
dano_3400@hotmail.com

Daniel Horrell

Objective

To utilize my experience, knowledge, and skills to continue the successful and profitable development of SRG's Commercial Roofing Department.

Experience

November 2015 – Present SRG Roofing Carrollton, TX

National Service Director

- Charged with the development and implementation of a National Service and Maintenance Department.
- Oversee the daily sales and operations of the Service and Maintenance Department.
- Responsible for the hiring and management of service personnel in our major market areas.

March 2015 – Nov. 2015 SRG Roofing Carrollton, TX

Senior Project Estimator

- Integral role in the day to day functions and profitability of the commercial roofing department.
- Implemented proposal and estimate standardization throughout the commercial department.
- Created email marketing strategies and campaigns that have resulted in a 10% sales increase.

2007- 2015 Centimark Corporation Carrollton, TX

Project Estimator / Technical Representative

- Conduct on-site roof inspections and analysis to develop correct and appropriate roofing solutions.
- Prepare roofing repair and replacement estimates that best fit Customer's needs and budget(s).
- Prepare detailed proposals and construction specifications that clearly define proposed solutions.
- Projects account for over \$30 Million Dollars in sales.

2004- 2007 State Farm Insurance Tulsa, OK

Commercial Fire Underwriter

- Trusted advisor of business insurance policies to over 50 State Farm agents within assigned market area.
- Accepted or declined new business policies based on company initiatives,

evaluation of risk, and potential profitability.

- Reviewed assigned agents existing books of business for loss frequency, profitability, and risk acceptance.

2001-2004

Centimark Corporation

Tulsa, OK

Foreman / Service Foreman

- Crew foreman and service foreman for state of Oklahoma.
- Liaison between customer and Project Sales Manager during roofing projects.
- Assisted in establishing operations presence within the state of Oklahoma.

Education

1998–2000

University of Louisiana at Monroe

Construction Management Major: Obtained 60 hours.

Interests

Family, meeting new people, golf.

Gilbert Rosencrans
214 Lakeshore Rd. Shady Shores Tx. 76208
972-922-2899 · grosencrans@srgroofing.com

Professional Summary

Bilingual National Director of Operations experienced in managing large crews with proven ability to deliver quality work and complete jobs on time and within budget. Values collaboration with engineers and architects to avoid change orders by ensuring blueprint accuracy and real-world utility. Values honesty, tact, and diplomacy to build positive relationships with superintendents, project managers and clients.

Experience

Director of Operations – SRG Roofing Jan 2014—Present

- Oversee day to day operations for all projects across the nation
- Responsible for scheduling and managing sub-contractor relations
- Managing company regulations and procedures
- Keeping relationships with clients in order to service their present and future needs

Regional Project Manager – Paragon Services Nov 2008—Jan 2014

- Complete rehabilitation of nationally owned apartments, including Equity Properties, Essex Properties, Post Properties, UBS Properties and others
- Manage multiple jobs simultaneously totaling up to \$18 million dollars annually , five Superintendents and 425 crew members
- Responsible for scheduling, completing take-offs, quality and cost control, employee management, purchasing and supply management, site safety, and all duties and responsibilities of the job site
- Projects include waterproofing, siding, framing, flashing, decking, windows, doors, stucco, painting, roofing, slab replacement, and metal/wood railings
- Perform due diligence inspections prior to purchase of properties

Project Manager – Southern Roofing Dec 2007—Nov 2008

- Sales including pre-construction due diligence assessments, managed crews and materials to ensure jobs are completed with quality, within budget and on time, accountable for final inspections

Project Manager - Gorman Roofing June 2007—Dec 2007

- Performed pre-construction due diligence assessments for both roofing and interior rehab projects; job planning including measurements, take-offs and scheduling
- Managed crews and ensured jobs were completed with quality, within budget and on time

Superintendent – Paragon Services May 2003—June 2007

- Responsible for complete rehabilitation of nationally owned apartments, including Equity Properties, Essex Properties, Post Properties, UBS Properties and others

- Jobs ranged from \$50,000 to \$15 million dollars with crews of up to 400
- Job duties included scheduling, completing take-offs, quality and cost control, employee management, and all duties and responsibilities of the job site
- Projects included waterproofing, siding, framing, flashing, decking, windows, doors, stucco, painting, roofing, slab replacement, and metal/wood

Turnkey Sales/Superintendent – Frisco Wholesale Lumber Apr 2002—May 2003

- Commercial and Residential Framing Superintendent responsible for turnkey jobs from sales to inspection
- Scheduled work and coordinated timelines with builders and crews, responsible for material management and quality of work, manage job timeline and budget

Superintendent – Punam Roofing Dec 2001-Apr 2002

- Responsible for completing up to 45 houses per week, managed crews and materials to ensure on time and on budget completion, accountable for final inspection of jobs

Warranty / Punch out – Hawkins Welwood Custom Homes Jan 2001—Dec 2001

- Maintained positive relationships with homeowners by identifying and analyzing problems; scheduled and coordinated warranty work with subcontractors, responsible for 100% customer satisfaction by completing repairs in a timely and efficient manner with minimal disruption and inconvenience to the home owner, performed final punch out and closing of homes

Education

Lincoln Technical Institute, Grand Prairie, Texas - Valedictorian HVAC/R
 Western Washington University, Bellingham, WA

WORK CHARACTERISTICS OF A 3 PERCENTER

1. Write Goals Down Daily
2. Who They Are -
What They are Going to Do
3. Make Mistakes
4. Learn their Lesson
5. Forgive Themselves
6. Start Over

**NEED MORE
EMPLOYEES
WHO WANT
TO BE
SPECIAL**

SPECIAL
PEOPLE

3%
HEROES

PROBLEM
SEEKERS

WINNERS

ATTITUDE GETS YOU HERE

DIFFERENCE MAKERS
UNCOMMON PEOPLE

GOAL SETTER

PROBLEM
SOLVER

10%

GOAL IS TO
ACHIEVE
GAME PLAN

SMILES AT ADVERSITY
COMPETITOR, VERY CONSCIOUS OF PERFORMANCE
ASPIRES TO GET BETTER. NEVER SATISFIED

WANTS TO BE SPECIAL

VERY AVERAGE GROUP. THEY MAKE NO DIFFERENCE

"AVERAGE" FALLS INTO THIS CATEGORY. IF THE GOAL IS TO
BE TOTALLY ANONYMOUS IN THIS WORLD, STAY RIGHT HERE

SET NO GOALS

60%

ATTITUDE KEEPS YOU HERE

WHEN A PROBLEM
COMES ALONG, THESE
PEOPLE HIDE AND
HOPE THAT IT WILL
GO AWAY

GROUP IS MADE UP OF
MOANERS AND
COMPLAINERS WHO DO
NOTHING TO CHANGE
CIRCUMSTANCES

GOAL IS TO MAKE IT THROUGH

NO GAME PLAN

NEED LESS EMPLOYEES WHO ACCEPT MEDIOCRITY

TROUBLEMAKER GROUP
WILL BE ELIMINATED FROM MASTER PLAN IN DUE TIME

GOAL IS TO TAKE
GET SOMETHING FOR NOTHING

THESE PEOPLE **27%** ARE THE PROBLEM

NO CHANGE

WONT MAKE IT

NOT IN THE GAME

Hayden Lindley
3613 Granbury Drive
Dallas, TX 75287
(940) 391-1987
haydenlindley@yahoo.com

OBJECTIVE

My objective is to obtain a career with a company in the construction industry where I can help grow the business and myself by applying my background and knowledge in construction while utilizing my strong design, estimating & AutoCAD skills.

EXPERIENCE

Finance Manager

SRG Roofing, Carrollton, Texas – June 2015 - Present

I currently handle all of SRG Roofing's finance needs. I handle all invoicing, forecasting, budgets, and collections for all of our roofing projects nationwide.

Purchasing Manager

SRG Roofing, Carrollton, Texas – March 2014 - June 2015

I issued all Purchase Orders and ordered all materials & equipment rentals for all of our roofing projects nationwide as well as estimating all roofing projects.

Senior Estimator

SRG Roofing, Carrollton, Texas – February 2013 - March 2014

I estimated all roofing projects nationwide for SRG Roofing. Projects included commercial buildings, Apartment Complexes, Strip Shopping Centers, Universities, and Big Box retailers.

Lightning Protection Designer/Estimator

Bonded Lightning Protection, Argyle, Texas - February 2012 – February 2013

I estimate, design and draw lightning protection systems as well as handle all field as-built drawings for projects in the Southern United States. Some projects include Winstar Casino Hotel Additions, Smith County Jail, and Chevron Tower in Houston.

CFS Truss Designer/Estimator and AutoCAD Detailer

Nucon Steel, Denton, Texas - May 2010 - January 2012

I estimated, designed and drew wall panels, roof trusses and floor trusses for light commercial, assisted living, multifamily, hospitality and residential structures around the United States utilizing cold formed steel.

Product Development Designer and AutoCAD Detailer

Nucon Steel, Denton, Texas - January 2007 - May 2010

I designed and drew floor plans as well as designed the structural elements for the NuProducts line. This product line included 18 houses (five withstanding a Category III Hurricane), garages, boat houses, sheds, safe rooms, and horse barns.

EDUCATION/EXTRACURRICULAR ACTIVITIES

University of North Texas, Denton, Texas -Bachelors of Science Degree in Construction Engineering Technology, January 2007 - Graduated May 2012

Member of NAHB Student Chapter - August 2007 - May 2012

Navarro College, Corsicana, Texas - Undeclared Major, Pitched on the Baseball Team, August 2006 - December 2006

Assisted in the construction of two Habitat for Humanity homes in Corsicana, Texas - October 2006

Billy Ryan High School, Denton, Texas - August 2002 - May 2006

Member of Industrial Technology Club - August 2002 - May 2006

Best-in-state for multi-story house plan on CAD - May 2006

First Place for single story house plan on CAD - May 2005

Active baseball player - January 2003 - May 2006

SKILLS

AutoCAD - Expertise in the design and layout of commercial and residential structures.

Microsoft Office - Experience in the daily use of the newest Microsoft Programs and capable of adapting to updated versions.

Detail Oriented - Devoted to providing the best work possible accurately and on time.

Flexible - Willing to try new things and interested in improving efficiency on assigned tasks.

Hard Working - attended College as a full-time student while working an average of 25 hours per week.

Problem Solving - The ability to identify and analyze problems in their early stages so the solution and decision processes are more efficient.

Multi-tasking - Able to work on multiple projects simultaneously by balancing and prioritizing the necessary time needed for each.

REFERENCES

Matt Lockwood - FRAMECAD, Australia - +64(0)427982768 - matthewl@framecad.com

Brandon Saenz - W-T Engineering, Inc. - (815) 375-3535

Chris Shakesby - United Renovations - (214) 597-1907

Kathy Repka
5565 Rutledge Drive
The Colony, Texas 75056
Cell Phone: (972) 658-0775
Email: Repka.Kathy@Yahoo.com

Objective: Seeking challenging opportunity where can fully utilize my skills towards the success of the organization.

Experience:

SRG Roofing

National Office Manager

October 2015 to Present

- Work directly with Finance Manager, Estimator and Director of Operations
- Create/maintain vendor purchase orders via SAGE
- Create client awarded jobs via SAGE
- Create and/or update subcontract jobs with specified job details via SAGE
- Enter estimates into Data Forma
- Create job folders for Project Managers
- Research/coordinate state license and compliance requirements
- Coordinate travel arrangements and assist with special events and trade shows

The Home Depot, The Colony, TX

April 2015 to September 2015

Sales Associate – Electrical Department

- Find, Inquire, Respect, and Provide customer service.
- Replenish inventory.
- Ensure area clean and safe.

Bank of America, Addison, TX

March 2001-May 2013

Unit Manager – Presale Foreclosure (Document Execution-Affidavit of Amount Due, Assignment of Mortgage, Deed of Trust, Substitution of Trustee, Certificate of Title, etc.)

- Instrumental in preparation and training of legal signing authority provided by the investor(s) authorizing the bank to sign on the specified investors behalf. Deciphering required formatting, valid entity Power of Attorney, Succession Certificates, Merger, Successor by Merger, Corporate Seals, Notary etc. (TX, PA and CA Bank of America locations) (Fannie Mae, Freddie Mac, Bank of New York, Wells Fargo, US Bank, Deutsche Bank, HSBC, JP Morgan, etc.)
- Plan/Oversee Job Fair Interviewing/hiring of 200+ possible candidates to form teams within the department.
- Managed 40+ associates with day-to-day operations (3–Team Leaders/37 front line associates).
- Mentored new hires to ensure a smooth transition to operational systems.
- Conducted training sessions for staff.
- Provide weekly status updates to upper management.
- Conducted/participated in daily production conference calls with partner site.
- Conducted/participated in weekly status update conference calls with four foreclosure processing sites.
- Manage teams daily activities related to document processing. Activities may include management of assigning work flow, reviewing quality, interacting with internal/external business partners and/or outsource vendors/partners.
- Ensure accurate processing of documents adhering to legal guidelines and resolve exceptions.
- Establish production goals and monitor team productivity.
- Ensure adherence to laws, regulations, and investor policies. Oversee development of policies, procedures, and implementation of key controls to ensure regulatory compliance.
- Identify opportunities to streamline and enhance systems efficiency. Support systems enhancements. Coordinate and administer assignments, monitor team progress, and maintain schedules.
- Develop team members and provide ongoing professional guidance and direction.
- Review, prepare, and deliver status reporting in areas such as production metrics, staffing allocation, resource tracking, SOX compliancy, and department/team progress against goals, issue tracking and other relevant areas.
- Extreme attention to detail, able to manage many projects and priorities simultaneously.
- Exceptional communication skills, able to communicate ideas clearly through phone, email, in person.
- Ensured compliance of site with organizational policies, as well as safety and quality standards.
- Monitored/processed various investor prime and sub-prime mortgage loans in default per investor and state guidelines. (Fannie Mae, Freddie Mac, Bank of New York, Wells Fargo, US Bank, Deutsche Bank, HSBC, JP Morgan, etc.)
- Correspond and receive foreclosure status from specified foreclosure attorney.

Experience (continued):

Bank of America – Unit Manager

- Assist and answer default mortgagor's concerns and possible options to cure mortgage default status.
- Respond to both internal/external customer requests in a timely and precise manner ensuring company and customer needs are full-filled.
- Meet or exceeded required deadlines, goals and performance standards not only individually but as entire business unit.
- Excel in ability to follow up ensuring projects and/or issues addressed timely or ahead of schedule.
- Take ownership and excellent self-management skills.

Holiski Roofing, Lewisville, TX

September 1985 – July 1988

Office Manager

- Accounts Payable
- Accounts Receivable
- Payroll/Applicable state tax submissions
- Prepare roofing bids/estimates
- Follow up/expedite roofing supply orders with vendors
- Dispatch/follow-up with roofing staff
- Monthly meetings with CPA
- Schedule travel/meetings

Software Experience:

- Microsoft Office (MS Word/PowerPoint/Excel)
- Outlook
- Access

Mark Werner
7500 Mullins Drive
Plano, TX 75024
214-492-3564
mwerner@srgroofing.com

**Regional Sales Representative / Senior Project Manager / Service Sales Manager
Commercial and Industrial Roofing Industries**

Top performing sales representative with extensive success driving year over year sales growth and estimating/managing profitable roofing projects in highly competitive markets

Goal-driven sales and management professional demonstrating consistent and repeated achievement of sales goals in competitive markets. Strong relationship building skills; proven ability in closing large, complex projects with facility site engineers, senior property managers, and mid /upper level management. A customer oriented /team player that has the ability to resolve problems by thinking outside the box.

Professional Experience

SRG ROOFING, LLC, CARROLLTON, TX 2014- Present

General Manager

National office general manager, manage the commercial and multifamily departments. Implement strategies for commercial roofing sales team, track monthly forecasting, set sales goals, interview and hire new employees. Team sale with regional representatives to close business. Hold monthly sales meeting to forecast and look at monthly sales.

DURO-LAST ROOFING MANUFACTUR, TX 2012-2014

Regional Sales Manager

Relationship selling, value engineer, negotiate deals, business development, and marketing capital improvement projects. Manage a Six person Sales Team and Seventy Roofing contractors. Approve and monitor expenses, represent the company at industry association, events, and create long lasting relationships with customers. Plant tours, in-house training, DL presentations, and team sale with contractors.

Key Achievements:

- * Number two Regional Sale Manager in 2013 with \$ 24,350,000.00 in sales.
- * Assisted in opening new plant in Carrollton, TX timely and under budget.

CENTIMARK CORPORATION, DALLAS, TX 2004-2012

Senior Project Manager / Service Sales & Operations Manager

Relationship selling, value engineer, negotiate, business development, and marketing capital improvement projects ranging from one thousand dollars to over one million dollars. Manage a fourteen-person roofing service department and three project managers. Approve and monitor expenses, P &L statements, create quarterly marketing programs, represent the company at industry association events, and create long lasting relationships with my customers.

Key Achievements:

- * Recognized as the # 3 SR Project Manager in the West 2007. Achieved 132% of quota selling over six million.
- * Opened a completely new territory, surpassing all sales goals in spite of logistical challenges, closing \$2.1 million with various clients in 2008.
- * Transformed an underachieving service team, immediately resolving long-standing problems, and instituting incentives that elevated performance while building

team work. 2009

- * Increased service department revenue from \$1.9 million to \$3 million. Building strong relationships and repeat business with key accounts becoming the #3 service group in the company 2010 and #1 service group for the West 2011.
- * Service Sales Representative of the year 2010
- * Service Sales Representative of the year 2011

HEC Roofing Company, Dallas, TX

2001-2004

Regional Sales Representative/Operations Manager

Estimated and sold new and reroofing commercial projects to local general contractors. Implemented new roofing systems, training crews on installation procedures and product knowledge. Maintained high quality roof installations bring projects in under budget and on time.

Prior Responsibilities

Operation/Sales Manger – ProSeal Roofing

1996-2001

Regional Sales Representative – Champion Paper

1994-1996

Sale Representative- Silvestro Tile and Marble

1989-1994

Education

Bachelor of Business Administration – Texas Tech University

1992

ROLAND MIRANDA

4512 Jenning Dr.

Plano, TX 75093

Mobile (214) 725-7539

E-mail: Roland_Miranda@verizon.net

EDUCATION:

Brookhaven College / 1997-1999

Business Management Program

Tarrant County Junior College/ 1989 – 1990

Cerritos College / 1988

Sam Houston High School / 1986-1988

WORK HISTORY:

SRG Roofing / December 2015 – Current

9535 Forest Lane, # 113, Dallas, TX 75243

Position: Direct Marketing Director

- Hiring and firing of CSRs and Leads & Supervisors.
- Scheduling for 10 Telemarketers and Two Supervisors.
- Created CSR statistics and productivity tracking tool.
- Inside sales of PM Programs, Roofing/Flooring Products and Repairs.
- Compiling and reviewing personnel efficiencies.
- Quality Assurance and Call monitoring.
- Budgeting operational costs for CS department.
- Daily, weekly, monthly activity reports.
- Setting & Enforcing Policies.
- Office Management.

Progressive Roofing / October 2014 – November 2015

9535 Forest Lane, # 113, Dallas, TX 75243

Position: Direct Marketing Director

- Hiring and firing of CSRs and Leads & Supervisors.
- Scheduling for 10 Telemarketers and Two Supervisors.
- Created CSR statistics and productivity tracking tool.
- Inside sales of PM Programs, Roofing/Flooring Products and Repairs.
- Compiling and reviewing personnel efficiencies.
- Quality Assurance and Call monitoring.
- Budgeting operational costs for CS department.
- Daily, weekly, monthly activity reports.
- Setting & Enforcing Policies.
- Office Management.

CarMax Corporation / April 2013 – December 2014
4448 W Plano Parkway, Plano, TX 75093
Position: Sales Associate

- Automobile sales
- Inbound Calls eight hours a week
- Daily Self-Training with online modules
- Customer follow-up
-
-

Centimark Corporation / August 2003 – September 2014
1313 Valwood Parkway, Suite 100, Carrollton, TX 75006
Position: Call Center / Tele-Marketing Manager

- Hiring and firing of CSRs and Leads & Supervisors.
- Scheduling for 10 Telemarketers and Two Supervisors.
- Created CSR statistics and productivity tracking tool.
- Inside sales of PM Programs, Roofing/Flooring Products and Repairs.
- Compiling and reviewing personnel efficiencies.
- Quality Assurance and Call monitoring.
- Budgeting operational costs for CS department.
- Daily, weekly, monthly activity reports.
- Setting & Enforcing Policies.
- Office Management.

dPi Teleconnect / January 2003 – June 2003
2997 LBJ Freeway, Suite 115, Dallas, TX 75234
Position: Call Center / Customer Service Manager

- Hiring and firing of CSRs and Leads & Supervisors.
- Scheduling for 40 CSRs, 4 Team leads and 2 Supervisors.
- Created CSR statistics and productivity tracking tool.
- Compiling and reviewing personnel efficiencies.
- Quality Assurance and Call monitoring.
- Budgeting operational costs for CS department.
- Daily, weekly, monthly activity reports.
- Setting & Enforcing Policies.
- Office Management.

LoJack Corporation / January 2002 – January 2003
9712 Skillman Street, Dallas, TX 75243
Position: Customer Service Manager

- Hiring and firing of DSRs and dispatchers.
- Basic Technical support to external and internal customers.
- Created CSR statistics and productivity tracking tool.
- Compiling and reviewing personnel efficiencies.
- DSR training for use of LCIMS (call tracking application).
- Budgeting operational costs for Dallas Office.
- Daily, weekly, monthly activity reports.
- Coordination of vendor & customer commissions.
- Fleet Management.

Rug Doctor / April 2001- January 2002
1801 Old Shepard Place, Plano, TX 75093
Position: Routing Technician

- Routing DSD Deliveries.
 - Maintenance of Routing DB.
 - Analyzing schedule and cost efficiencies.
 - Import and export of schedules into Roadnet
- Geocoding

Appliance Warehouse / August 2000 – March 2001
1804 Vantage Dr, Carrollton, TX 75006
Position: Corporate & Commercial Accounts Supervisor

- Hiring and firing of CSRs
- Main liaison for corporate & commercial accounts.
- Created CSR statistics and productivity tracking tool.
- Monitoring contract compliance.
- CSR training for use of OMNIS CRM
- Budgeting operational costs for department.
- Daily, weekly, monthly activity reports
- Call coaching and ACD monitoring.

Amtech Systems Division / March 1997 – August 2000
19111 Dallas Parkway, Suite 300, Dallas, TX 75287

Position: Amtech Response Center Manager / May 1999 – Aug 2000

- | | | |
|--|--|---|
| • Hiring and firing of CSRs and dispatchers. | • Monitoring contract compliance. | Daily, weekly, monthly activity reports. |
| • Basic Technical 24/7 support to external and internal customers. | • CSR training for use of ServiceWare (call tracking application). | Processing and maintenance of FCC licenses. |
| • Created CSR statistics and productivity tracking tool. | • Budgeting operational costs for Response Center. | |

Position: PassKey Payment Svcs. CSR Lead / September 1998 – May 1999

Setting up customer accounts.	New CSR training.	Mail outs.
Processing of applications from web site.	Creating contract compliant forms.	Daily activity reports.
Monitoring accounts.	Created Incoming Call Record databases in MS Access	Maintenance of Access Database.

Position: Amtech Response Center Lead Field Service Dispatcher / March 1997 – September 1998

Opening/ closing of service calls.	Updated Technician information logs.	Data entry.
Weekly and monthly customer reports.	New dispatcher training.	

Sears Service Center / February 1989 – March 1997
2270 Valley View Lane, Farmers Branch, TX 75234
Telephone No. (972) 620-5038

Position: Technical Support Specialist

Service order control.	Shipping & receiving.
Parts surplusung.	Data entry.
Floor sales.	Inventory control.

Doc's Clocks / February 1992 – August 1997

Forrest Lane, Dallas, TX 75244
Telephone No. (972) 243-7991

Position: Sales Office Manager

Hiring and firing. New hire orientation.	Purchasing and distribution.	Served as operations and facilities manager.
Accounts Payables & Accounts Receivables.	Negotiated contract purchases with vendors	Monitored contract compliance.

Royce Asset Management Group / September 1991 – August 1992
Dallas, TX

Position: Data Entry Coordinator

New hire orientation.

Data Entry

Maintained contractor timesheets.

Supervised contractors with transfer of old DOS based information into Windows database.

RELEVANT WORK EXPERIENCE:

- Data Entry
- Form Creating
- Invoicing
- Customer Service
- Generating Reports
- Service Order Control
- Dispatching
- Inventory Control
- Filing
- Scheduling
- Posting Returns

PERSONAL: I am an aggressive learner and a great team member or leader. I require very little supervision as long as I'm given clear parameters, which I can operate with. My oral and written communication abilities are definitely an asset. I am also fluent in Filipino (Tagalog).

*** Additional information available upon request. ***

REFERENCES:

Ryan Shinn / Marketing Director
Centimark Corporation
1313 Valwood Parkway, Suite 100
Carrollton, TX 75006
Telephone No. (972) 488-3779

Josh B. Lackovic / Regional Sales Director
SAP
Dallas, Texas
Telephone No. (972) 906-7565

Martin Carty / Sales Director
Progressive Roofing
23 North 35th Avenue
Phoenix, AZ 85009

TERRY MARQUIS

101 Chapel Hill Dr.
Double Oak, Texas 75077
Cell: (214) 491-7978
Email: tmarquis1@outlook.com

OBJECTIVE: A full time, challenging position and opportunity for advancement with a growing and thriving corporation.

QUALIFICATION

15 years' experience in Residential / Commercial Project Manager/Estimator, Class A license with doubles and triples endorsement, Heavy equipment experience, 15 years' experience in Digitizer and on screen take off experience, 28 years' experience in supervising, 15 years' experience in project managing, safety meetings, payroll, proposal's, billings, job walks and 29 years' experience in training new employees, OSHA 10 hour Certified

EDUCATION

Graduated, Odessa High School - Odessa, TX - 1978

EMPLOYMENT

2015 – Present

Director of Operations/Commercial, SRG Roofing, Carrollton, TX

Responsible for the development and growth of new commercial roofing as well as the development of new clients. Estimate, sale and project manage commercial roofing jobs from start to finish, specializing in single-ply TPO and EPDM.

2006- 2015

Commercial Project Manager/Estimator/Office Manager, R.L. Murphey Commercial Roof Systems, L.P., Justin, TX

Estimate, sale and project manage commercial roofing jobs from start to finish, specializing in single-ply TPO and EPDM. Contributed to the sales of 12 million feet of TPO since 2008. Interview, hire, E-verify employees, conduct new employee safety training and verify employee payroll hours. Primary contact with General Contractors & Property Managers. Coordinate & schedule maintenance, repairs, leaks, and tenant finish out work.

2005- 2006

Commercial Project Manager/Estimator, Red Rose Inc., Las Vegas, NV

Perform take-offs from plans using The Edge system. Estimate commercial roofing projects per plans and specifications. Sale and manage project from start to finish. Manage job with field superintendent, order materials, and build submittals for Architects. Specializing in built up roofs, single ply systems, standing seam metal, shingles, concrete and clay tile.

2004-2005

Commercial Estimator, Dean Roofing Company, Las Vegas, NV

Residential/Commercial roofing estimator. New and reroof. Experienced in digitizer and on screen take off programs. Submittals for new construction. Specializing in BUR systems, single ply, shingles, and concrete and clay tile. Closed Reno office and relocated back to Las Vegas.

2002-2004

General Manager, Dean Roofing Company, Reno, NV

General Manager/Estimator - Duties include scheduling of jobs, estimating new construction and reroof estimates. Reading blueprints, drafting proposals, weekly payroll, weekly safety meetings, job inspections, etc.

2000-2002

Driver / Estimator, Dean Roofing Company, Las Vegas, NV

Responsible for the delivery and loading of roofing materials. Drive and deliver equipment needed for roofing and construction. Class A driver's license with doubles and triples endorsement. Estimate residential homes for reroof and new construction. Transferred from Las Vegas to operate and manage Reno office.

1998-2000

Production Supervisor, Marley Cooling Tower Co., Eloy, AZ

Responsible for the sub-assemblies and assembly of industrial cooling towers. Responsible for meeting weekly production goals. Employee evaluations (monthly and yearly). Facilitate employee training and development. Internal auditor for ISO 9000.

1986-1998

Shift Coordinator/Special Processor, Hexcel Corporation, Graham, TX -

Casa Grande, AZ

TERRY MARQUIS

101 Chapel Hill Dr.
Double Oak, Texas 75077
Cell: (214) 491-7978
Email: tmarquis1@outlook.com

Various duties from the production of light weight honeycomb material to meeting weekly shipping schedules. Coordinate and meet schedules for 2nd and 3rd shifts. Supervise and manage employees on the off shifts. Equipment and machine operator. Production reports, parts tracking, shipping, etc.

Kevin Kirkwood

Cell Phone: (214) 738-6323
Email: kkirkwood@srgroofing.com

Experience:

SRG Roofing, LLC (Signature Renovations Group) 2007 – Present
Co-Founder/Owner/President

ASC Roofing & Remodeling 2004 – 2007
Residential roofing and remodeling company servicing North Texas.

Palm Pictures/Island Records 2000 - 2003
Recorded and toured with the Seven Channels

Jewel Construction – Superintendent 1996 - 1999
Framing and Roofing Crews for residential and light commercial construction projects.

Education:

Robert E. Lee High School Graduated 1996

Gilbert Rosencrans

Director of Operations

Gilbert Rosencrans is the Director of Operations for SRG and has over 20 years of construction experience. During the past 14 years, Gilbert has specialized in waterproofing and large roofing projects nationwide, allowing him to gain expertise in regional markets from coast to coast.

As Director of Operations, Gilbert is a major contributor to the growth and building of a successful team at SRG, which continues to improve and provide our business partners with the best service and quality.

Gilbert is a proud family man with one beautiful daughter.

Hayden Lindley

Finance Manager

Hayden Lindley is the Finance Manager for SRG Roofing and was the first office employee hired in February of 2013. Hayden was originally hired as an estimator, having a background and experience in construction. He is a graduate of the University of North Texas with a degree in Construction Engineering. Before his employment at SRG Roofing, Hayden designed cold formed steel wall panels and roof trusses as well as designed Lightning Protection systems for various projects across the United States. Hayden's previous employment in various areas of the construction industry helps make SRG Roofing a premier roofing company.

Hayden is responsible for SRG's business support, financial planning, and analysis functions. He strives every day to help strategically grow SRG Roofing.

Hayden is an avid outdoorsman with an understanding wife during hunting season. He and his wife currently have three rescued pit bull terriers.

Kevin Kirkwood

Owner/President

Kevin Kirkwood co-founded SRG Roofing in February of 2007. Since then, SRG has grown from servicing the North Texas area exclusively to a nationwide company with offices in Texas, California, and Florida. As a third generation contractor, Kevin has worked in all areas of the roofing business: installer, foreman, estimator and eventually owner/operator. Along with serving as president for SRG Roofing, Kevin is actively involved in a number of non-profit organizations, such as the Ring Of Hope Boxing Club and Dallas Leadership Foundation. Kevin resides with his wife and three children in Frisco, TX.

Mark Werner

General Manager/Sales Manager

Mark Werner is the General Manager of SRG Roofing. Mark's career in roofing began in 1997 in Atlanta GA, as a business professional with a focus on implementing strategic initiatives that enable consistent revenue growth for one of the largest roofing contractors in the United States. Since joining SRG as the GM/Sales Manager for the Commercial Roofing Division, Mark consistently delivers results and demonstrates leadership by creating a culture of winning together, recognizing even the smallest of successes.

Mark has two fabulous daughters, one at Texas Tech University and one at Liberty High School.

Terry Marquis

Director of Operations/Commercial

Terry Marquis is the Director of Operations of SRG Roofing and has over 15 years of commercial roofing experience. Terry also brings with him 14 years of project management experience of new and reroofing projects ranging from 500 square feet to 1,000,000 square feet. No matter the size of the project, Terry oversees every project with the same professionalism, ownership, quality and strives to make every project better than the last one.

As our Commercial Director of Operations, Terry is a major contributor in developing and growing our new commercial roofing division as well as the development of new clients.

Terry is a family man and proud father of five wonderful children and three grandchildren.

Danny Horrell

National Service Director

Danny Horrell is the National Service Director of SRG Roofing and has over 15 years of roofing experience, beginning as a roofer/laborer with the largest roofing contractor in the United States. Danny quickly moved through the operational ranks from roofer to service foreman and finally to production crew foremen. Danny moved from operations to sales in 2005 and has worked in commercial roofing estimating and service sales since then. Danny joined SRG Roofing as a senior project estimator and has recently been promoted to National Service Director. As SRG's National Service Director, Danny is in charge of the Service Department's strategic growth initiatives, sales, policies, procedures, and oversight of all Service & Repair Technicians.

Danny has been married to his loving wife, Jennifer, for 16 years. They have two fabulous daughters, Kaitlyn, 15 and Addison, 10. Danny and his family live in McKinney, TX, where his daughters attend Prosper Sr. High School and Rucker Elementary School.

Kathy Repka

National Office Manager

Kathy Repka is the National Office Manager of SRG Roofing. Kathy has 15+ years of office management knowledge and experience. Over the past years Kathy has specialized in people management and team building.

As our National Office Manager, Kathy creates and maintains job purchase orders, reviews vendor invoices, sets awarded client jobs, enters submitted estimates in addition to assisting in coordinating special events and trade shows.

Kathy has two grown daughters and four incredible grandsons.



A  COMPANY



MAINTENANCE PROGRAM

SRG Roofing Asset Management Program (RAMP) is a proactive roof maintenance program. The purpose of RAMP is to assist in the cost management of your roof and maintain compliance with any existing manufacturer warranties. The manufacturer typically requires your roof to be inspected annually or semiannually to keep the warranty in effect. Our trained technicians will identify and diagnose any potential issues on your roof before they become a problem. Contact SRG Roofing today to set up a customized maintenance program!

SRG Roofing believes a great roofing system requires proper design, quality materials and quality application to perform successfully.

Our Commercial Roofing Team offers a variety of roofing systems, including TPO (energy efficient single-ply systems), PVC, modified bitumen, BUR, EPDM, 3 tab shingles, tile, standing seam, and coating systems.

Not only do we offer competitive pricing and quality workmanship, we back our work with extended warranties. Our expertise and industry reputation gives us the ability to provide 10, 15, and 20-year manufacturer NDL (no dollar limit) warranties to our clients.

- TPO/PVC
- Modified Bitumen
- BUR
- EPDM
- Maintenance Programs
- Architectural Composition Shingles
- Tile (concrete clay)
- Restoration/Top Coat
- Standing Seam
- Insurance Claims

Try SRG Roofing for your next roofing project and experience the difference!

SRG Roofing
3200 Earhart Drive
Carrollton, TX 75006-5024

1.866.428.1065
info@srgroofing.com
srgroofing.com

Contractor License

State	License Number
Texas	Not Required
Alabama	50418
Arizona	297809
California	992019
Colorado	156033a
Florida	CC1330833
Louisiana	61879
Nevada	0080077
Washington	SGNAR687CS

** Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.
** Contractor will only be awarded states listed on this sheet.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?
(Check one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
 - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name SRG Roofing, LLC

Name of authorized representative Kevin Kirkwood

Signature of authorized representative 

Date 11/02/2015

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES Initial of Authorized Company Official

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

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

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES Initial of Authorized Company Official

Company Name SRG Roofing, LLC

Print name of authorized representative Kevin Kirkwood

Signature of authorized representative 

Date 11-01-2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.