

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For TRADES, LABOR AND MATERIALS #02042315

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.

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 devises, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

Contract - Trades, Labor and Materials

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 TIPS 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 under State of Texas 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 TIPS 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

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

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 contractor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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

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

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.

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 Trades, Labor and Materials contract is for a period of one (1) year only. No option for renewal will be available.

Shipments

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

Invoices

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

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

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

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS

contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, its 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, its 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, its TIPS member(s), officers, employees, or agents.

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

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

TIPS Member Purchasing Procedures

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 02042315". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

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

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

Licenses

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

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their

work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively

between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the

proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

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.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and 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 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:

Date	Subject	Message
02/02/15	PDF Files	All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out the form, save the form, and upload the form to the "response attachments" section. If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.
02/02/15	Appropriate Category	TIPS reserves the right to move vendors from the Trades, Labor and Materials category to the General Services category, if appropriate.

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the `Response Attachments` D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the `Response Attachments` HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Rosemont
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Illinois
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	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
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	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 EXHIBIT section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes

14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	30
16	Years Experience	Company years experience in this category?	15
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	
19	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.)	<p data-bbox="1190 520 1474 550">Website: http://www.tectaamerica.com/</p> <p data-bbox="1190 592 1557 718">Founded: Tecta America was founded in 2000 and currently has more than 50 locations and 3,000 roofing professionals.</p> <p data-bbox="1190 751 1557 1117">Company Overview: Tecta America is the largest commercial roofing contractor in the U.S., providing roofing solutions nationwide. Tecta offers the responsiveness of a local roofing contractor backed by the resources and stability of a national firm. With unsurpassed technical expertise and certification to work on any roofing system, Tecta America has the manpower and logistical infrastructure to handle any project complexity.</p> <p data-bbox="1190 1117 1557 1243">Roof Systems & Services: Tecta America is certified on every major system and offers the right solution to meet individual customer needs.</p> <p data-bbox="1190 1276 1356 1306">Systems Include:</p> <ul data-bbox="1190 1327 1510 1642" style="list-style-type: none"> • Built-up Roof Systems • Modified Bitumen • Single Ply Roof Systems • Metal Roofing Systems • Tapered Insulation Systems • Architectural Sheet Metal • Green Roofs • Daylighting • Cool Roofs • Lightweight Concrete • Steep Slope Roofing • Photovoltaic System <p data-bbox="1190 1675 1557 1801">Tecta America offers the most comprehensive range of services in the roofing industry and can effectively manage the entire job from start to finish.</p> <p data-bbox="1190 1835 1356 1864">Services Include:</p> <ul data-bbox="1190 1885 1409 1915" style="list-style-type: none"> • New Construction

- Roof Replacement
- Repairs & Service
- Planned Maintenance
- Roof Asset Management
- Environmental Solutions
- Disaster Response
- Residential Roofing

20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the Response Attachments RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	N/A
22	Primary Contact Title	Primary Contact Title	N/A
23	Primary Contact Email	Primary Contact Email	N/A
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	N/A
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	N/A
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	N/A
28	Secondary Contact Title	Secondary Contact Title	N/A
29	Secondary Contact Email	Secondary Contact Email	N/A
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	N/A
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	N/A
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	N/A
33	2% Contact Name	2% Contact Name	N/A
34	2% Contact Email	2% Contact Email	N/A
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	N/A
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Andy Carr
38	Purchase Order Contact Email	Purchase Order Contact Email	acarr@tectaaamerica.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(708) 451-0743
40	Company Website	Company Website	www.tectaaamerica.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	84-1505685
42	Primary Address	Primary Address	9450 W. Bryn Mawr Ste. 500
43	Primary Address City	Primary Address City	Rosemont
44	Primary Address State	Primary Address State	Illinois
45	Primary Address Zip	Primary Address Zip	60018

- 46 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, Maintenance, Construction, Waterproofing, Coating, Roof, Solar, Vegetated, Green, Repairs, Budget, Steep Slope, Metal, Sealant, Low-Slope
- 47 Bonding Capability: Company should provide their total bonding capability and must upload proof of bonding to the "Response Attachments" BONDING section. 100000000

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: Tecta America Corp.
Mailing Address: 9450 W. Bryn Mawr Ste. 500
City: Rosemont
State: Illinois
Zip: 60018
Telephone Number: (847) 581-3888
Fax Number: (847) 581-3880
Email Address: acarr@tectaaamerica.com
Authorized Signature: 
Printed Name: Andy Carr
Position: Director of Cooperative Contracts

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

Blende McMatt 4-23-15
TIPS Authorized Signature Date
David Wayne Fitts 4-23-15
Approved by Region VIII ESC Date

References

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

Organization	City	State	Contact Name	Contact Phone
Cross Creek High School	Pompano Beach	Florida	Shelia	(754) 321-8211
City of Hunnington Beach	Hunnington Beach	California	Jerry Thompson	(714) 960-8845
University of Redland	Redland	California	Jenny Sorenson	(909) 748-8254



XL Group
Insurance
Reinsurance



October 28, 2014

RE: Tecta America Corp.

To Whom It May Concern:

Tecta America Corp. is a highly valued client of Alliant Insurance Services, Inc. who handles all surety bond needs on its behalf. Tecta America Corp.'s bonds are underwritten by both XL Specialty Insurance Company and Liberty Mutual Insurance Company, both of whom are Treasury Listed and rated "A, XV" by A.M. Best.

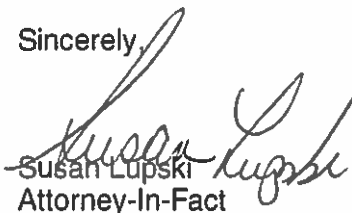
We are pleased to recommend Tecta America Corp. to you as a competent and professional roof contractor. Tecta America Corp. has a vast knowledge of the roofing industry, constructing a quality product in a timely and cost effective manner. XL Specialty Insurance Company and Liberty Mutual Insurance Company would consider providing Performance and Payment bonds for single job sizes reaching up to \$10,000,000.00 single with an overall aggregate backlog of \$100,000,000.00 to Tecta America Corp. and its subsidiaries.

This letter should not be construed as an agreement to provide surety credit for any particular project, but is offered as an indication of our experience with, and confidence in, this firm. The decision to provide bonding is subject to review by the Sureties of contract terms and conditions, acceptable bond forms, confirmation of adequate financing, and other pertinent underwriting information available at the time a bond request is made.

Please note that any arrangement for bonding is a matter between Tecta America Corp., XL Specialty Insurance Company and Liberty Mutual Insurance Company. The Sureties assume no liability to you or to third parties if, for any reason, they decline to issue a surety bond.

Should you have any questions or need further information, please do not hesitate to contact us. Thank you.

Sincerely,


Susan Lupski
Attorney-In-Fact

Agent: Alliant Insurance Services, Inc.
333 Earle Ovington Boulevard, Suite 700
Uniondale, NY 11553
516-414-8900

XL Specialty Insurance Company, 300 East Lombard Street, Suite 1470, Baltimore, MD 21202
Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

CORPORATE PROFILE



Tecta America Corp is the largest commercial roofing contractor in the U.S., providing roofing solutions nationwide. Tecta has the resources of a national firm, combined with the responsiveness of a local roofing contractor. With unsurpassed technical expertise and certification to work on any roofing system, Tecta America has the manpower and logistical infrastructure to handle any project complexity.

AT A GLANCE:

Founded: 2000
Total employees: 2,800
2013 Revenues: \$403 million
Website: www.tectaamerica.com
Locations: 50 Operating Units

CORPORATE HEADQUARTERS:

Tecta America Corp
 9450 W. Bryn Mawr Ave., Ste. 500
 Rosemont, IL 60018
 Phone: 847-581-3888

FINANCIAL STRENGTH:

- Tecta America is owned by Oaktree Capital Management, a global investment firm with over \$80 billion in managed assets.
- Principal banking relationship – GE Capital.
- Tecta has the financial resources to handle the capital requirements of multiple major projects.
- Tecta has over \$100 million in bonding capacity with Liberty Mutual and XL Insurance, more than all known competitors in the roofing industry.

TECTA'S CORE VALUES

- **Building Our Team**
 Construction is a team effort. *Teamwork* is a prerequisite for our reputation and success. We are in business to help our employees achieve their potential. Together we attract and retain the best roofing workforce in the country through our safety, training, compensation and career opportunities.



LOCAL FOCUS:

As the largest self-performing roofing company in the U.S., Tecta America can draw on personnel and equipment resources from its 50 locations.



- **Earning Our Reputation**
 We do what is best for the customer, earning our *reputation* on their roof every day. We are proud of being the contractor of choice for our customers and the leader in our industry. Our strong reputation is earned with successful projects and service, technical excellence, customized solutions, and integrity.

- **Driving Our Growth**
 Growth fuels opportunity and investment for our employees, success for our customers and return for our shareholders. By focusing on profitable growth, we are in control of our destiny and not reliant on the marketplace.

- Tecta's local operating unit in Sacramento is a full service contractor located within a couple hours from Reno, NV.
- Tecta's Sacramento operation is one of the largest roofers in the region.

INDUSTRY EXPERTISE:

Commercial Office, Hospitality, Industrial and Warehousing, Retail, Healthcare, State and Local Government, Federal Government, Educational Institutions, High-Rises, Stadiums.

INDUSTRY RECOGNITION:

- 2014 Winner of prestigious GAF President's Club Award (Tecta America Sacramento).
- 2014 ABC Accredited Quality Contractor (Tecta America Zero).
- Carlisle's 2014 Excellence in Single-Ply (ESP) Award.
- ENR Top Specialty Contractor (Roofing) last 6 of 7 years.
- 2012 RoofPoint™ Certificate of Recognition for the Target Center, Minneapolis, MN.
- Tecta is the 19th largest Solar installer in the U.S., and 3rd largest commercial-only Solar installer.
- Most Tecta Operating Units are Firestone, JM, Carlisle Elite and GAF Master contractors.
- Tecta America is one of the 5% of Carlisle Applicators that has achieved ESP designation.

ASSOCIATIONS



GSA Schedule Holder #GS-07F-0405U

DIVISIONS:

Tecta Solar® is a turnkey developer of commercial and utility-scale solar photovoltaic projects with over 30 MWp installed nation-wide. Experts handle everything from development

and financing options to installation and ongoing maintenance of roof, ground and canopy mounted solar.

Tecta Green® transforms your rooftop landscape by providing sustainable and customizable green roof solutions with a full system warranty. Unique single-source expertise that offers consultative design and approach to enhance traditional structures.

SAFETY:

Tecta America prides itself in having one of the most comprehensive safety and health programs in the industry. Tecta's careful approach has allowed it to consistently have one of the best Experience Modification Rates (EMR) in the industry at .54 or lower since 2000.

- EMR: .54 vs. 1.0 national average

SERVICES:

- New Construction
- Roof Replacement
- Repair and Maintenance
- TectaCare Preventative Maintenance Programs
- Portfolio Roof Asset Management
- Environmental Solutions
- Emergency and Disaster Response
- 24/7 Service Capabilities
- Experience across all roofing systems

EXECUTIVE OFFICERS

Mark Santacrose, President & CEO

Dave Reginelli, SVP & CFO

Jeff McMenemy, SVP, Operations

Kent Schwickert, SVP, National Business Unit

Lindy Ryan, SVP, Service & Leadership Development