

Region 4 Education Service Center (ESC)

Contract # R180903

for

**Roofing Products, Services, and Job-Order-Contracting
Services**

with

Weatherproofing Technologies, Inc.

Effective: March 1, 2019

The following documents comprise the executed contract between the Region 4 Education Service Center and Weatherproofing Technologies, Inc., effective March 1, 2019:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Weatherproofing Technologies, Inc.
Address 3735 Green Road
City/State/Zip Beachwood, OH 44122
Telephone No. (216) 514-7771
Fax No. (216) 292-5167
Email address phoogenboom@tremcoinc.com
Printed name Paul G. Hoogenboom
Position with company President
Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract 3/1/2019 to 2/28/2021

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.


Region 4 ESC Authorized Board Member

8-28-18
Date

Margaret S. Bass
Print Name


Region 4 ESC Authorized Board Member

8-28-18
Date

CARMEN T. MORENO
Print Name

TCPN Contract Number R180903

PROPRIETARY FREE
PROPOSAL

Roofing Products, Services and Job-Order-Contracting Services

SOLICITATION NO. 18-09



July 26, 2018
2:00 pm (CDT)

SUBMITTED TO:



Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

SUBMITTED BY:



Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122
Ph: (216) 514-7771
phoogenboom@tremcoinc.com

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ROOFING PRODUCTS, SERVICES AND JOB-ORDER-CONTRACTING (JOC) SERVICES

SOLICITATION NO. 18-09

Proposal

This proposal includes data that shall not be disclosed outside of TCPN and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with- the submission of this data, TCPN shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit TCPN's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets marked with the following: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."



Paul G. Hoogenboom, President
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122
Ph: (216) 514-7771
Fax: (216) 292-5167
phoogenboom@tremcoinc.com



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7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 21, 2018

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Thursday, July 26, 2018 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018 at 5pm CT. All questions and answers will be posted to www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center ("ESC")

for

Roofing Products, Services, and Job-Order-Contracting Services

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 18-09

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

PRE-PROPOSAL CONFERENCE (ADD ONLY IF NECESSARY)

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on July 9, 2018 in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston, Texas 77092. The purpose of this conference is to review the solicitation sections to allow potential Offerors to ask questions and to identify areas in the solicitation that may be unclear.

To attend the conference, Offeror must notify Crystal Wallace, Purchasing Cooperative Specialist, at cwallace@esc4.net, by July 6, 2017. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions from Ms. Wallace.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center ("ESC") must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable.”

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network (“TCPN”)

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for Roofing Products, Services, and Job-Order-Contracting Services. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Roofing Products, Services, and Job-Order-Contracting Services, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals free of propriety information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Tabs should be used to separate the proposal into sections. Each tabulated section should contain both the section of the RFP referenced and the Offeror's response to that section. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
– General Terms and Conditions Acceptance Form (Appendix D)

Tab 2 – Questionnaire (Appendix E)

Tab 3 – Company Profile (Appendix F, excluding References section)

Tab 4 – Product / Services (Appendix B)

Tab 5 – References (Appendix F)

Tab 6 – Pricing (Appendix C)

Tab 7 – Value Add (Appendix G)

Tab 8 – Required Documents

– Additional Required Documents (Appendix H)

– Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. Inquiries and/or Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018. All questions and answers will be posted to www.tcpn.org under **Solicitations**. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, Offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. Calendar of Events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	June 21, 2018
Pre-proposal Conference	July 9, 2018
Deadline for receipt of questions via email	July 17, 2018
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	July 26, 2018
Approval from Region 4 ESC	August 28, 2018
Contract Effective Date	March 1, 2019

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. Best and Final Offer: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing.

an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

- XV. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XVI. Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XVII. Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

- XVIII. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

- XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

- XX. Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services; however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from \$25 million a year to \$50 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

- XXI. Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple

vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for to sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Offeror's subcontracting plan
16. Instructional materials
17. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or participating agencies

4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of JOC estimating and delivery method
8. Exhibited understanding of cooperative purchasing
9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
10. Minimum of 10 customer references relating to the products and services within this RFP
11. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror’s performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror’s businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance of Region 4 ESC’s Open Records Policy” form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____ 2018, by and between _____ ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Roofing Products, Services, and Job-Order-Contracting Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, 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 below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R _____.**"
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **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 firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC 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. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 full 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting**: The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may 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 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until 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.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Member's discretion. 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.
- 12.4 **Safety measures:** 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. Vendor shall post warning signs against all hazards created by its 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.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made 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 vendor against loss and damage. Vendor 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 be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror 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.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror'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 and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name _____
Address _____
City/State/Zip _____
Telephone No. _____
Fax No. _____
Email address _____
Printed name _____
Position with company _____
Authorized signature _____

Accepted by The Cooperative Purchasing Network:

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- We take no exceptions/deviations to the general 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 terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Vendor

Point of Contact

Title

Phone Number

Email Address

Signature: _____ Date: _____



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: June 21, 2018

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Thursday, July 26, 2018 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018 at 5pm CT. All questions and answers will be posted to www.tcpn.org under [Solicitations](#). Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

**Request for Proposal (RFP)
by**

Region 4 Education Service Center ("ESC")

for

Roofing Products, Services, and Job-Order-Contracting Services

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network "TCPN."

Solicitation Number 18-09

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.

PRE-PROPOSAL CONFERENCE (ADD ONLY IF NECESSARY)

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on July 9, 2018 in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston, Texas 77092. The purpose of this conference is to review the solicitation sections to allow potential Offerors to ask questions and to identify areas in the solicitation that may be unclear.

To attend the conference, Offeror must notify Crystal Wallace, Purchasing Cooperative Specialist, at cwallace@esc4.net, by July 6, 2017. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions from Ms. Wallace.

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance of Region 4 ESC’s Open Records Policy” form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center (“ESC”) must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable.”

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network (“TCPN”)

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for Roofing Products, Services, and Job-Order-Contracting Services. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Roofing Products, Services, and Job-Order-Contracting Services, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals free of proprietary information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Tabs should be used to separate the proposal into sections. Each tabulated section should contain both the section of the RFP referenced and the Offeror's response to that section. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
- Tab 7 – Value Add (Appendix G)
- Tab 8 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. Inquiries and/or Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net or (713) 744-8189 no later than July 17, 2018. All questions and answers will be posted to www.tcpn.org under **Solicitations**. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section "Inquiries and/or Discrepancies" in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, Offeror, lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

VIII. Calendar of Events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	June 21, 2018
Pre-proposal Conference	July 9, 2018
Deadline for receipt of questions via email	July 17, 2018
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	July 26, 2018
Approval from Region 4 ESC	August 28, 2018
Contract Effective Date	March 1, 2019

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. Best and Final Offer: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If

an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

- XV. Specifications:** When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

- XVI. Quality of Materials or Services:** Offeror shall state the brand name and number of the materials being provided. If none is indicated, then it is understood that the Offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

- XVII. Samples:** Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

- XVIII. Deviations and Exceptions:** Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

- XIX. Formation of Contract:** A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

- XX. Estimated Quantities:** Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services; however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be from \$25 million a year to \$50 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

- XXI. Multiple Awards:** Membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple

vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a "Market Basket Survey" method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror's safety record
15. Offeror's subcontracting plan
16. Instructional materials
17. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror's reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or participating agencies

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4. Experience and qualification of key employees
5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of JOC estimating and delivery method
8. Exhibited understanding of cooperative purchasing
9. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
10. Minimum of 10 customer references relating to the products and services within this RFP
11. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror’s performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror’s businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance of Region 4 ESC’s Open Records Policy” form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

This Vendor Contract and Signature Form ("Contract") is made as of _____ July 26, _____ 2018, by and between Weatherproofing Technologies, Inc. ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Roofing Products, Services, and Job-Order-Contracting Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, 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 below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R _____**."
 - Vendor delivers goods/services directly to the participating agency.

- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable."

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed Offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **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 firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor 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. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements:** The entity participating in the Region 4 ESC 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. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or

- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. 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 contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur, then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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 full 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.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region 4 ESC’s sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of

any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 3% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may 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 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until 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.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Member's discretion. 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.
- 12.4 **Safety measures:** 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. Vendor shall post warning signs against all hazards created by its 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.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made 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 vendor against loss and damage. Vendor 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 be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best effort attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror 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.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror 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.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror'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 and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Weatherproofing Technologies, Inc.

Address 3735 Green Road

City/State/Zip Beachwood, OH 44122

Telephone No. (216) 514-7771

Fax No. (216) 292-5167

Email address phoogenboom@tremcoinc.com

Printed name Paul G. Hoogenboom

Position with company President

Authorized signature 

Accepted by The Cooperative Purchasing Network:

Acknowledgement of Addendum Number: 1

Term of contract _____ **to** _____

Unless otherwise stated, all contracts are for a period of two (2) years with an option to renew annually for an additional three (3) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

TCPN Contract Number _____

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general 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 terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
		See attached continuation page at the end of Tab 1.	



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

Weatherproofing Technologies, Inc.
Vendor

Paul G. Hoogenboom
Point of Contact

President
Title

(216) 514-7771
Phone Number

phoogenboom@tremcoinc.com
Email Address

Signature:  Date: 7-20-18

TAB 2 – QUESTIONNAIRE (APPENDIX E)



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Appendix E: QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies. (If applicable)

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through TCPN? Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veteran business enterprises, historically underutilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offeror certifies that this firm is an M/WBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of _____, State of ____.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third (3rd) box is checked, a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Billing & Reporting/Accounts Payable

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Marketing

Contact Person: _____
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

TAB 2 – QUESTIONNAIRE (APPENDIX E)

Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with?
 Yes No
- If the answer is yes, do you plan to offer your program or partnership through TCPN?
 Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.) See statement provided on page 2-5.

TAB 2 – QUESTIONNAIRE (APPENDIX E)

- Will the products accessible through your diversity program or partnership be offered to participating agencies at the same pricing offered by your company?
 Yes No
(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (M/WBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority/Women Business Enterprise

Respondent certifies that this firm is an M/WBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity Certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Beachwood State of OH.

5. Felony Conviction Notice

Please check applicable box:

A publicly held corporation; therefore, this reporting requirement is not applicable.

TAB 2 – QUESTIONNAIRE (APPENDIX E)

- Is not owned or operated by anyone who has been convicted of a felony.
 Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Jane Krivos
Title: Director of Cooperative Programs
Company: Tremco Incorporated
Address: 3735 Green Road
City: Beachwood State: OH Zip: 44122
Phone: (216) 766-5632 Fax: N/A
Email: jkrivos@tremcoinc.com

Billing & Reporting/Accounts Payable

Contact Person: Angela Sotera
Title: HPBS Manager
Company: Tremco Incorporated
Address: 3735 Green Road
City: Beachwood State: OH Zip: 44122
Phone: (216) 766-5697 Fax: N/A
Email: asotera@tremcoinc.com

Contact Person: Christi McKinnon
Title: Sales Support Manager
Company: Tremco Incorporated
Address: 2430 Granada Avenue
City: Long Beach State: CA Zip: 90815
Phone: (562) 494-2164 Fax: (562) 286-8117
Email: cmckinnon@tremcoinc.com

Marketing

Contact Person: Bob Spreat
Title: Director, Messaging and Marketing Communications
Company: Tremco Incorporated
Address: 3735 Green Road
City: Beachwood State: OH Zip: 44122
Phone: (216) 766-5646 Fax: (216) 292-5183
Email: bspreat@tremcoinc.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input checked="" type="checkbox"/> Other <u>WTI, wholly owned subsidiary of Tremco*</u> |

*Tremco is a direct manufacturer

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES SECTION)



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Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2015, 2016, 2017.
11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ _____ in year one

\$ _____ in year two

\$ _____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Pricing Estimates/quotes provided to entity

This page intentionally left blank.

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

Weatherproofing Technologies, Inc. (WTI)

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



WTI is pleased to present TCPN with our proposal in response to Solicitation No. 18-09, Roofing Products, Services and JOC Services contract. WTI is a wholly-owned subsidiary of Tremco Incorporated (Tremco), an industry leader in the manufacturing of roofing material, sealants and building materials. WTI has been in the building and roof asset-management and maintenance business since May 14, 1962, when it was established as the Tremco Maintenance Service Corporation.

Tremco was established in 1928 and currently has 11 manufacturing plants and more than 2,000 employees worldwide. Tremco was an independent corporation until it was purchased by the BF Goodrich Company in 1980. RPM International, Inc. (RPM) then purchased Tremco in early 1997. Both Tremco and WTI are International Organization for Standardization (ISO) 9001: 2015 certified, WTI being the first roofing-service enterprise in the industry to attain this certification. Tremco is a renowned manufacturer of roofing and weatherproofing products while WTI has performed thousands of roofing projects nationwide. Regardless of the type of roof, we can offer a solution through Tremco-manufactured products or other roofing products. We have a pool of more than 1,200 pre-qualified subcontractors nationwide to assist in roofing project performance. Not only are these subcontractors approved in the installation of Tremco products but are also approved to install products from other manufacturers.

RPM, a holding company, owns subsidiaries that are world leaders in specialty coatings serving both industrial and consumer markets. RPM has among its products such popular brand names as Bondex®, Rust-Oleum®, Dryvit® and Carboline®. RPM has been in business for 71 years and generates approximately \$5 billion in sales annually. RPM is committed to providing the highest-quality products and services possible in the field of roofing, sealants and coatings.

RPM is a multinational holding company with subsidiaries that manufacture and market high-performance coatings, sealants and specialty chemicals, primarily for maintenance and improvement. Fiscal 2017 sales were \$4.5 billion, with 66% to industry worldwide and the remaining 34% to consumers mainly in North America. RPM has been in business for 71 years and employs more than 14,000 people worldwide and operates 139 manufacturing facilities in 27 countries, as well as sells products in approximately 170 countries and territories. RPM is committed to providing the highest-quality products and services possible in the field of roofing, sealants and coatings.

Because of the unmatched quality of our roofing and roofing-restoration services during the last four decades, WTI has become one of the largest service organizations in the roofing industry. Since the division was renamed in 1998, we have expanded our service capabilities to become a **full-service JOC general contractor** to all of our customers. WTI's general-contracting services include HVAC/mechanical projects, building maintenance, asphalt paving, concrete, tile and terrazzo rehabilitation/restoration and exterior building wall restoration, photovoltaic (PV) systems and renovation in addition to roofing and roofing restoration. WTI's general-contracting capabilities are further supplemented by Tremco's vast sales and manufacturing resources. Tremco is an experienced roofing

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

manufacturer with extensive experience marketing, manufacturing and installing roofing materials to clients nationwide and beyond.

Specifically relevant to the Roofing Products, Services and JOC Services contract, is our outstanding history of performance on JOC-type projects. We understand the intricacies of managing multiple, simultaneous projects as we have performed 150 to 200 projects concurrently. In the past five years alone, we have managed anywhere from 500 to 600 subcontractors throughout the performance of simultaneous projects under 65 JOC-type contracts. Many of our JOC-type contracts span the entire US, giving us additional experience coordinating large, complex contracts with various end users. To that end, we maintain a staff of customer service and marketing professionals who have the experience and relationships to educate participating agencies on the advantages of this contract as we have the knowledge, technical expertise and personnel necessary to complete simultaneous projects throughout the nation.

Additionally, we offer relevant experience and extensive knowledge on TCPN contracts, benefitting TCPN and participating agencies with competitive pricing, reduced response times and familiarity with local building codes and regulations. Further, we have the depth and breadth of resources necessary to effectively market and perform projects for school districts, colleges, universities, cities, counties and other government entities throughout the nation. WTI's resources ensure that participating agencies have the flexibility to select the services that meet their needs with the assurance that all products and services will be of superior quality, as well as within budget and schedule guidelines. WTI has a unique familiarity of TCPN that demonstrates our overall ability to provide on-time, quality projects. To date, we have successfully been awarded and/or performed nine contracts for TCPN . We will capitalize on our experience, resources and relationships to provide TCPN and participating agencies with the same superior level of products and services expected from WTI during the past 12 years. Throughout the past 12 years, we have performed more than \$51 million in work and 800 projects for TCPN while estimating with the stipulated cost index guide. WTI is committed to taking a proactive approach to ensure superior performance throughout this contract as we strive to provide the best possible construction services to meet or exceed our clients' expectations.

3. Company's Dun & Bradstreet (D&B) number.

WTI's D&B number is 017852906.

4. Corporate office location.

Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

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

WTI, along with our parent company, Tremco, has more than 280 sales representatives, support specialists and business-development personnel throughout our organization. These individuals are trained and serve across all markets to meet the needs of our customer base.

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

WTI has sales personnel and offices located throughout the nation capable of supporting the Roofing Products, Services and JOC Services contract. The location and key contacts for each of these offices are provided in **Table 3-1** on the following page. Additionally, WTI's centrally located headquarters in Beachwood, Ohio will support the Roofing Products, Services and JOC Services contract along with site offices located nationwide.

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

Table 3-1. Number and location of offices.

Location of Office	Key Contact, Title	Address	Phone	E-mail
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

- a. Sales
- b. Sales Support
- c. Marketing
- d. Financial Reporting
- e. Executive Support

Table 3-2 summarizes the contact information for persons responsible for each of the areas noted above. Resumes for each of these individuals are provided on the following pages.

Table 3-2. Key contacts for sales, sales support, marketing, financial reporting and executive support.

Areas	POC	Phone	E-mail	Page
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

8. Define your standard terms of payment.

WTI's standard terms of payment are Net 30.

9. Who is your competition in the marketplace?

WTI's competition in the marketplace includes a diverse set of firms with expertise in roofing as well as general contractors providing JOC services. The roofing products and services marketplace competition comes from national roofing firms providing roofing and weatherproofing products such as The Garland Company, Inc., Carlisle Coatings & Waterproofing Incorporated, Ashland Performance Materials, Roof Connect National Roofing Services, Progressive Roofing and ADCO Products, Inc. In regards to the JOC marketplace, our competition comes from firms who provide general-contracting services on a national basis such as Centennial Contractors Enterprises, Inc., Brown & Root Industrial Services, Skanska USA Building, Inc. and KBR, Inc.

10. Overall annual sales for last three (3) years; 2015, 2016, 2017.


WTI's overall annual sales for the last three years are detailed in **Table 3-3**.



A table with 3 columns and 3 rows. The top row contains three blue-shaded cells. The middle and bottom rows contain three gray-shaded cells. The rest of the table is redacted with black boxes.

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.

WTI's overall public sector sales, excluding federal government for the last three years are detailed in **Table 3-4**.



A table with 3 columns and 3 rows. The top row contains three blue-shaded cells. The middle and bottom rows contain three gray-shaded cells. The rest of the table is redacted with black boxes.

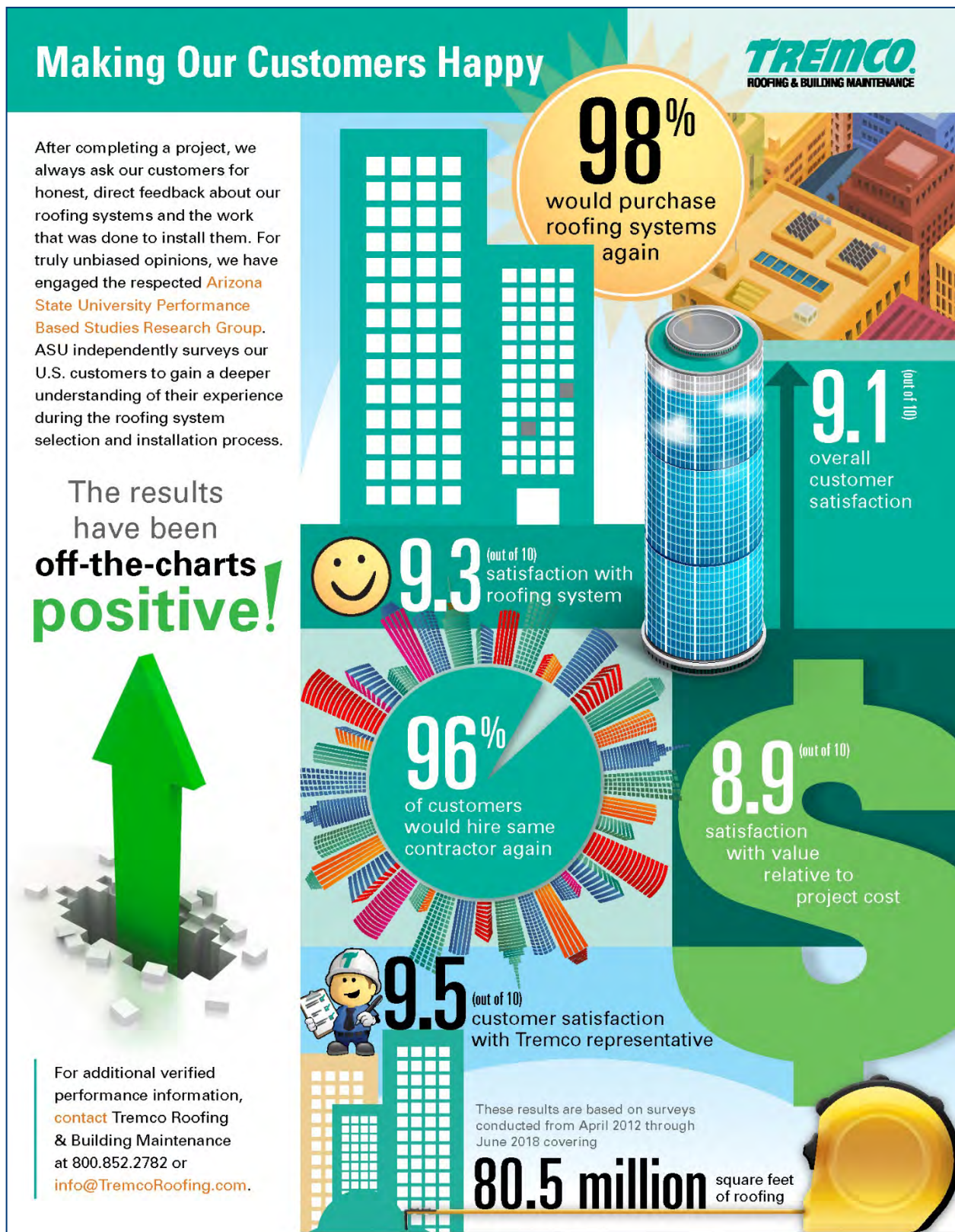
12. What is your strategy to increase market share?

[Redacted text block]

[Redacted text block]

[Redacted text block]

Figure 3-1. WTI and Tremco customer satisfaction results.



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

14. Describe the capabilities and functionality of your firm’s on-line catalog/ordering website.

Due to the nature of our business, WTI currently does not have an on-line catalog/ordering website. Our Sales Representatives meet with customers to review and analyze individual facility roofing needs and propose the proper solutions and products.

15. Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.).

WTI’s Customer Service Department consists of three Customer Service Centers located throughout the US as outlined in **Table 3-5**.

Table 3-5. Customer service centers and hours of operations.

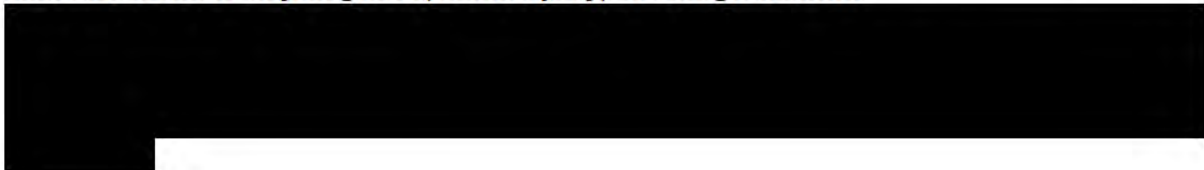
Location	Phone/Fax Numbers	Hours of Operation
WTI Corporate Office 3735 Green Road Beachwood, OH 44122	Ph: (216) 292-5000 (800) 852-6013 Fx: (216) 292-5038	8:30 am – 5:00 pm (EDT)
Western Division Office 3060 East 44 th Street Vernon, CA 90058	Ph: (213) 587-3014 Fx: (213) 585-6592	8:30 am – 5:00 pm (PDT)
Eastern Division Office 8 Main Street Flemington, NJ 08822	Ph: (800) 628-751 (908) 782-1927 Fx: (908) 782-1898	8:30 am – 5:00 pm (EDT)

Because of the number and location of these service centers, WTI can handle the customer’s needs anywhere in the nation. If additional hours of operation are desired, WTI’s Corporate Customer Service Manager, will consider accommodating the customer’s needs by altering the staffing within the department to provide a superior level of customer service.

After hours customer service needs are handled on a case-by-case basis. We make every effort to meet our customers’ needs. Often, we staff our Customer Service Representatives to be able to accommodate not only daily needs but also emergency needs. In the event of an emergency situation, TCPN members can contact the **800-5-TREMCO** phone number with their assigned account number. The call will then be dispatched for response.

As previously mentioned and illustrated in **Figure 3-1** on page 3-20, customer satisfaction is a focus and differentiator for WTI and Tremco. Our talented and focused customer service staff are an important part creating positive customer experiences and satisfaction. Through their caring, ability to problem-solve and bias for action, our representatives have the capability to create a satisfied customer with every call. And, they do it every day!

16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

Marketing/Sales

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

- A co-branded press release within first 30 days
- Announcement of award through any applicable social media sites
- Direct mail campaigns
- Co-branded collateral pieces
- Advertisement of contract in regional or national publications
- Participation in trade shows
- Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Each of the above tactics will be executed in support of the contract. Our integrated marketing plan includes deploying a multi-media approach to all communications, including print, digital and event marketing. Our goal is to continually build awareness of WTI's value proposition and extensive capabilities available through our TCPN contract. More specific tactics to be executed within the first 90 days of the contract are defined in *Appendix 1 – Marketing Plan*.

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

[Redacted]

[Redacted]

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

[Redacted]

[Redacted]



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

[Redacted]

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

[Redacted]

[Redacted]

[Redacted]

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

WTI agrees to provide our logo and gives permission for reproduction in marketing communications and promotions.

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

[Redacted]

[Redacted]

[Redacted]

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

Administration

24. Describe your company’s implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative’s name(s), contact person(s) and contact information as reference(s).

WTI has successfully implemented and performed similar construction and roofing products and services on multiple contract awards for more than 10 different types of cooperatives. Prior to award of a cooperative contract, we customize our proven framework to develop a client-specific approach for implementation. Our customized approach includes marketing, job-order acceptance and performance, emergency response, account management (including invoicing) and executive support. Depending on individual cooperative needs, we can incorporate other services to best meet participating agency needs. WTI has an established framework and a nationwide presence, we can easily adapt to individual cooperative requirements.

Upon award of a cooperative contract, we implement our proven marketing approach which includes educating our in-house staff on the contract and rolling out our services through branded marketing efforts to cooperative participants. As previously discussed, this typically includes a combination of press releases, social-media announcements, direct mailings, advertisements, participation in trade shows and website interactions. Beyond marketing, we also mobilize our existing construction-management personnel to make certain we have the availability to respond to cooperative projects. As a result of our nationwide presence, we draw from a large pool of resources to staff cooperative projects depending on location throughout the US.

Our success with cooperative purchasing programs is demonstrated by consecutive contract awards by many cooperatives. These renewals prove our ability to meet agency expectations as well as speak to the effectiveness of our organization to market and perform critical services. You can also see evidence of our cooperative successes in our customer satisfaction metrics, highlighted in **Figure 3-1** on page 3-20, where customers awarded us a 9.1 out of 10 overall satisfaction rating and 98% of respondent customers said they would purchase our roofing systems again. Specific examples of our success are summarized below with references noted.

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TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

[Redacted]

[Redacted]

[Redacted]

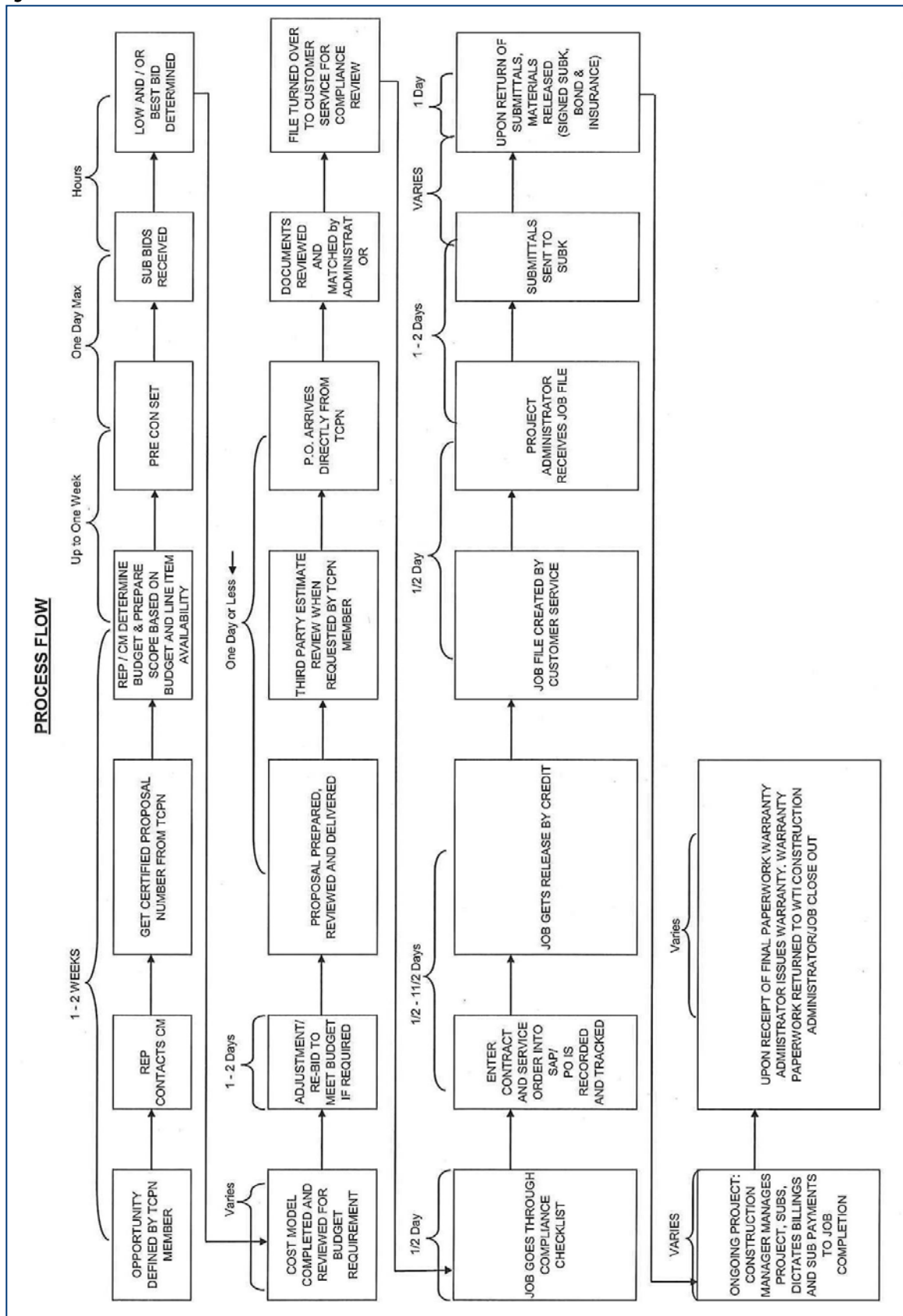
[Redacted]

[Redacted]

- 25. Describe the capacity of your company to report monthly sales through this agreement.**
WTI utilizes SAP to organize and manage purchases under existing TCPN contracts. WTI's SAP system is a solutions-based, process-driven, custom software that supports our ability to make informed strategic decisions. SAP has the ability to track member purchases, products and services, billing, accounts payable and other accounting functions. Utilizing SAP, WTI is fully capable of reporting monthly sales under the Roofing Products, Services and JOC Services contract. We have provided a purchase order (PO) Flow Chart in **Figure 3-2**, on the following page, demonstrating our company's capacity and processes to track and fulfill POs.

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

Figure 3-2. PO Flow Chart



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Through SAP, WTI can provide customized billing and reporting to TCPN for the Roofing Products, Services and JOC Services contract as a whole, as well as to individual participating agencies. This includes management reports, consolidated billing by location, time and attendance reports for participating agencies. WTI currently uses SAP on our existing educational and government contracts that integrates manufacturing, finance, planning, implementation and operations to:

- Improve customer relations and response times
- Improve performance without sacrificing quality
- Streamline manufacturing planning and execution
- Increase sales
- Reduce inefficiencies
- Improve customer service and marketing efforts
- Support finance expenditures and resources
- Streamline supply-chain planning and execution
- Monitor compliance
- Improve best business practices

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

WTI currently uses electronic billing and submits electronic proposals under our existing TCPN IDIQ-type contracts in an effort to save time and reduce waste. We also practice lean construction principles to eliminate unnecessary tasks and make our facility solutions as cost effective as possible. We will continue to explore other improvements and alternatives for cost-effective performance throughout the duration of the Roofing Products, Services and JOC Services contract. This includes offering innovative products to save participating public agencies money while being a sustainable renewable solution.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

WTI's Environmental Policy and Green Initiatives

Concern for the environment is key to WTI's operating philosophy. We have conducted ongoing evaluations of our business practices to identify practical and reasonable opportunities to further reduce the environmental impact of our activities. Our experienced staff is specially trained in identifying and preventing problems before the start of any project. In addition to our other environmental protection practices, we have actively reduced emissions and controlling waste on our job sites.

With a commitment to stay at the forefront of the roofing and general-construction industry through sustainable building, quality and on-time performance, we deliver added value to participating agencies in the form of

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

features and benefits. We have worked hand-in-hand with participating agencies to provide the most environmentally preferred options within their budgets and schedules.

WTI's philosophy on sustainability starts from the top level of our organization and filters down into everything we do. With corporate focus committed to responsible environmental practices, we strive to incorporate environmentally friendly solutions in our business practices as well as products and construction approaches. Collaborative leadership efforts are driven by our President, Paul Hoogenboom, who promotes sustainability.

BUILDING GREEN ON GREEN

Our green initiative is evident in the \$5 million top-to-bottom renovation of Tremco's 40-year old headquarters, which transformed the building into a showcase of sustainability. Located on the appropriately named Green Road in Beachwood, Ohio, we created a truly high-performance, sustainable facility that integrates our rich array of corporate solutions and highlights the use of construction best practices. Our objectives were to improve energy efficiency and conserve water; reduce operational costs; provide a safer, healthier facility and protect the natural environment by reducing our carbon output, lowering the local heat-island effect and recycling and reusing material to keep it from being hauled to a landfill. As a result, we have achieved our goal to become one of the USGBC few LEED-Gold certified facilities in Ohio. A summary of construction best practices and sustainable features are summarized below and on the following page with a fact sheet provided on pages 3-30 through 3-34 (**Figure 3-3**). We evaluate and can implement construction best practices and sustainable features on a project-by-project basis.

Construction Best Practices

Construction best practices that WTI and our subcontractors followed to increase the project's sustainability included:

- On-site sorting of materials
- Recycling of non-hazardous material
- Chain-of-custody documentation for off-site recycling
- Reusing materials as applicable
- Verifying that materials are certified for LEED credit

Sustainable Features

The renovation's most noteworthy sustainable features include:

- Four types of sustainable-roofing systems
 1. A vegetated roof featuring local plants. Low-impact lighting and a water-capture system integrated with the roof, as well as a pathway of recycled materials. Signs describe the roof's features and provide information about the plant palette
 2. The ENERGY STAR® qualified Rock-It™ roof-surfacing system, composed of white gravel set in white adhesive.
 3. A white, reflective, single-ply system installed beneath a rooftop PV system
 4. A thin-film rooftop PV system is used to generate electricity for the building
- A Dryvit Outsulation Plus® MD exterior wall system featured Dryvit's TerraNeo™ finish. The system provides an energy efficient, insulated façade was applied directly to the existing slate, eliminating the time and potential waste of removing the façade
- High-performance, double pane, tinted windows exceeded minimum energy standards. Tremco sealants and gaskets were used, as well as Tremco's Proglaze® ETA (Engineered Transition Assembly) for an airtight transition from window to wall
- New sidewalks with decorative concrete from Increte Systems were supported by gravel from one of the building's existing roofs
- A 1.8kW-rated wind turbine installed on the property to help generate electricity
- Numerous interior upgrades such as Americans with Disabilities Act (ADA)-compliant restrooms, interior window treatments, elevator modernizations with eco-friendly technology and ADA compliance

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

- Mechanical/Engineering/Plumbing upgrades such as a new control system for an accurate operating schedule of HVAC and lighting as well as improved zone control; modifications to the central air-handling system to enable variable flow, resulting in significant energy savings; and replacing the cooling tower with a variable speed model that also eliminates the need for water treatment

Additional examples of our commitment to sustainable practices are summarized below.

- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Donation of sustainable building materials for the University of Maryland's 1st place performance in the Department of Energy's Solar Decathlon 2011
- Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability

Figure 3-3. Tremco renovation fact sheet.

Sealing the Building Envelope

The following measures were taken to effectively seal the building envelope of Tremco's headquarters building.

AIR BARRIER An air barrier audit by Canam Building Envelope Specialists identified numerous leaks throughout the building envelope which were remedied by the new Dryvit façade and high performance window system. Tremco Commercial Sealants & Waterproofing's ExoAir® 110LT Self-Adhered Air & Vapor Barrier Membrane was installed around the rough window openings and their Proglaze® ETA Engineered Transition Assembly sealed with Spectrem® 1 Silicone Sealant was used to ensure a secure, durable, airtight seal between the window system and the building façade. Benefits of the new, functioning air barrier system include improved indoor air quality, temperature control, energy efficiency and extended building life cycle.

FAÇADE Dryvit's Outsulation Plus MD System was installed directly over the existing slate façade, eliminating the time and expense of removing the slate and disposing of it in a landfill. (Slate from the mechanical room's façade, however, was removed and recycled as a walkway on the vegetated roof.) Outsulation provides exterior continuous insulation, a high-performance moisture drainage system and a durable exterior finish. The finish texture chosen was Dryvit's TerraNeo®, which gives the look of granite to the newly retrofitted structure. Employees who work in the building voted to select the color.

WINDOWS The high-performance window system was constructed on-site, incorporating numerous Tremco

Commercial Sealants & Waterproofing products in the glazing system to ensure compatibility, long-term performance and airtight transitions. These included Spectrem® 2 Silicone Sealant for the metal-to-metal connections and structural tensile bead, spacer gaskets of SCR-900, and pressure bar gaskets of our peroxide EPDM with the Proglaze® ETA Engineered Transition Assembly at the window-wall interface. The new window system uses recycled aluminum and features double-pane tinted windows that exceed minimum energy standards.

MAIN ROOF The vegetated roofing system is the crowning glory of the renovation. Recycled slate and raised walkways circumscribe the rooftop blooming with more than 16,000 plants from 46 species. Four distinct horticultural areas are designed specifically for the local climate. The LEED®-friendly vegetated roof helps to reduce the demand on the heating and cooling system, improve air quality and aesthetics and extend the roof's life cycle through superior weathering protection.

MECHANICAL ROOM ROOF Tremco's TPA white thermoplastic single-ply roof system provides a highly reflective white surface to help decrease surface temperature and reduce energy costs. The roof system is approved by ENERGY STAR®, UL, FM Global, California's Energy Standard Title 24 and the Cool Roof Rating Council. All roofs were provided by Tremco Roofing and Building Maintenance.

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TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)



PARAPET WALL The height of the parapet wall surrounding the main roof was increased to improve safety on the roof and to coincide with the higher vegetated roof level. Its concrete block was sealed and waterproofed with Tremco Roofing's Wall-Tite, to provide a flexible "breathing" membrane. TremLock™ Series II "R" panels were installed to aid in a continuous waterproofing seal in conjunction with the flashing.

ENTRANCE CANOPIES The building's east canopy roof was replaced with Tremco Roofing's unique Rock-It™ system, featuring a highly reflective white gravel surface embedded in white adhesive that helps lower energy usage and slows the roof aging process. The west canopy roof was made over as a beautiful and self-sustaining vegetated roof.

ENTRANCES A new interior vestibule was constructed at the employee entrance to keep unwanted outside air from infiltrating. Power-assisted doors, an ADA upgrade, were installed at the main entrance.

WALKWAYS New concrete walkways were installed, including durable custom-designed decorative concrete by Increte Systems®, a division of The Euclid Chemical Company.

SOUTH BUILDING On the headquarters campus' "south building," a new outside stairwell features a skylight to provide natural light, slip and corrosion-resistant Fibergate® stairs, and a lightweight Dryvit façade that matches the building's brick beautifully.

THE INTEGRITY OF THE BUILDING ENVELOPE IS KEY TO A HIGH PERFORMANCE BUILDING BECAUSE IT DIRECTLY IMPACTS A BUILDING'S ENERGY USE THROUGH HEAT GAIN AND LOSS.

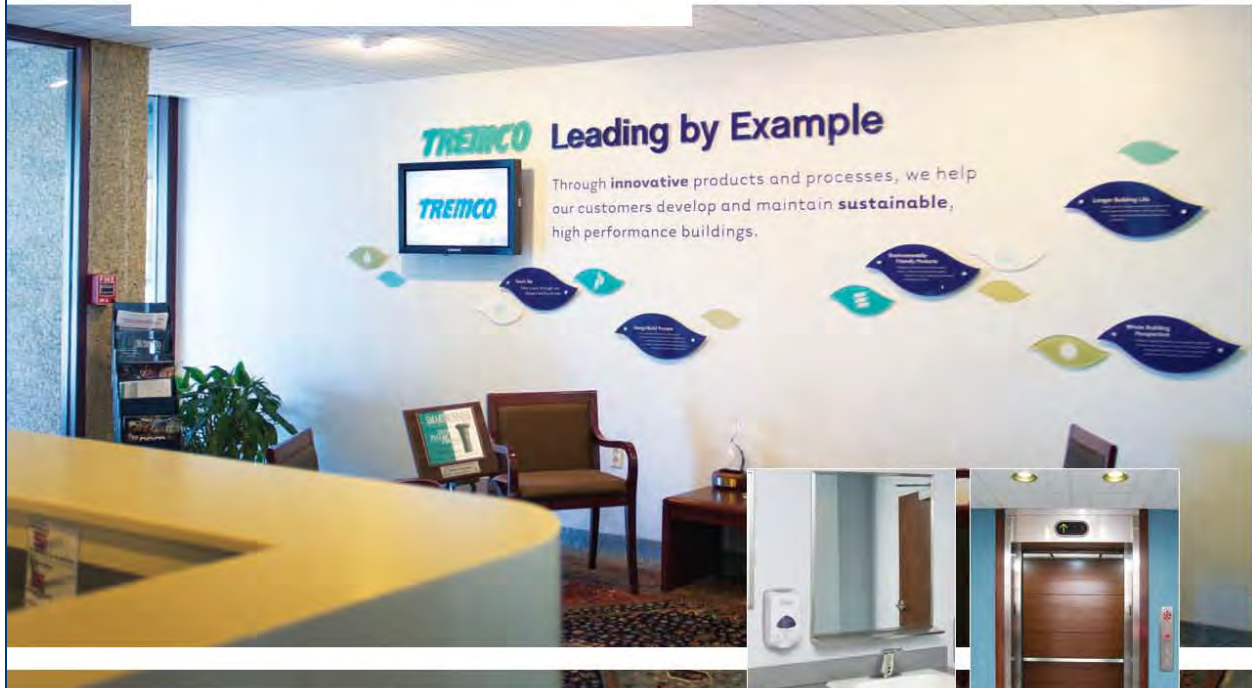


TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)



Interior Improvements

Both energy efficiency and aesthetics were considered in the numerous updates made to the interior.



LIGHTING SYSTEM RETROFIT The installation of infrared occupancy sensors meets mandatory control requirements and keeps lighting energy consumption to a minimum.

LOBBIES Stonhard installed a beautiful and durable new lobby floor. New wall and door finishes were achieved with products from Carboline and Modern Masters.

MECHANICAL ROOM Inside the penthouse mechanical room, Tremco sealants were used to seal off numerous air leaks. The return air system was modified with Tremco sealants to eliminate air loss. The floor was given a facelift with a durable Carboline Sanitile® 555 floor.

The renovation of the mechanical room created significant additional space that allowed a conference room to be added adjacent to the vegetated roof.

RESTROOMS REMODELED Mandatory water use reduction was achieved by installing water-conserving fixtures in all restrooms and the kitchen area. Upgrades also made the first floor restrooms ADA compliant.

ELEVATOR MODERNIZED The elevator's operating system was optimized; ADA upgrades included the installation of audible and visual signals, Braille and lower call buttons.

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

The building's heating and cooling requirements changed dramatically after the proper sealing of the building envelope. Old equipment was replaced with energy-efficient components suited to the new demands of the renovated building.



HVAC HEATING SYSTEM Two variable speed heating pumps were installed for more efficient operation. The piping system of the existing boilers was modified to achieve variable hot water flow. The entire perimeter radiation system was removed as a result of the increased performance of the building envelope.

HVAC COOLING SYSTEM The cooling system received an overhaul with the installation of a new, variable speed, dual cell cooling tower; two new variable speed chillers; and new, variable flow pumping systems. This equipment allows for greater energy efficiency by modulating flow and capacity and is precisely matched to the building's new cooling requirements.



HVAC AIR DISTRIBUTION Distribution system components were converted to variable flow for more efficient operation. An energy recovery ventilator, communication network and occupancy sensors were also installed to meet mandatory energy requirements and improve operational efficiency.

HVAC CONTROL SYSTEM A facility-wide Building Automation System that incorporates "open protocol" communications controls and monitors all HVAC, lighting and renewable energy systems was installed. "Revenue Grade" submetering is utilized to monitor the energy contributions of the renewable energy resources.

HVAC System Upgrades



Renewable Energy and Sustainable Solutions

To lessen the carbon footprint of the three-building Tremco campus and generate “clean” energy, the retrofit included a number of innovative renewable energy and sustainable solutions.



PHOTOVOLTAIC Two solar arrays were installed, one on the roof of the south building and the other atop the new carport, and are expected to generate a combined 100,000 kWh annually. The carport includes four solar-powered electric vehicle charging stations, with room for additional stations, and funnels power to the headquarters building when the charging stations are not in use.

WIND TURBINE Up to 6,000 kWh per year is expected from the wind turbine installed on the campus. The turbine has an instantaneous power rating of 1.8 kW at winds of 25 mph.

VEGETATED ROOF The four unique environments planted on Tremco’s vegetated roof help to cool air through evapotranspiration, lessen the heat island effect, and improve air quality by lowering greenhouse gases and airborne particulates, all important environmental considerations. Included in the plantings are the award-winning BioTray™ Vegetated Roof Delivery System and herbs grown for use in Tremco’s cafeteria. The roof also provides a habitat for a wide range of insect and bird life.

RAIN WATER HARVESTING A 3,000 gallon reservoir placed under the parking lot is the collection point for Tremco’s onsite rain water harvesting system. Collected water is pumped to a two-part filtration system and stored in one of six storage cisterns which collectively hold 12,000 gallons of water. The water is used to irrigate the building’s ground level landscaping and, when necessary, the vegetated roof, eliminating the use of city water for irrigation and reducing the volume of water flowing into the storm drainage system.

DAYLIGHTING The deep-well skylight on the south building’s new staircase diffuses natural light, reducing dependence on electric lights.



Recycling

In a project of this magnitude, generating more than two million pounds of construction debris, it is amazing that every bit was recycled, reused or burned for energy. This included: slate, wood, asphalt, concrete, non-ferrous metal, glass and other window materials, as well as built-up roofing system components such as insulation and gravel. Asphalt from the built-up roof was combined with asphalt from a road project and used for parking lot repairs. Sinks, blinds and other reusable items were donated to Habitat for Humanity.



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

WTI is proposing in 50 states nationwide as well as all outlying areas. We have included a summary of our contractor licenses for requested states in **Table 3-6** and on the following page with copies of the licenses provided on subsequent pages. Roofing systems will dictate the manufacturing and manufacturer certifications required. WTI, as well as all subcontractors utilized, will be certified to install and/or repair the roofing system and will be able to provide manufacturer certifications as well as a warranty for such system per the specifications. In addition to these certificates, we have provided a summary of other relevant certifications, awards and affiliations below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute (RCI), 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work
- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with the AIA Continuing Education Systems to deliver AIA training courses

Tremco and WTI also participate in the following corporate memberships and affiliates to ensure industry standard updates and testing methods are used during diagnostics.

- Air Conditioning Contractors of America
- American Chemical Society
- AIA
- American Society for Materials and Testing Affiliation

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

- Associated Construction Contractors of America
- Associated General Contractors of America
- Association of Facility Engineers
- Building Owners and Managers Association
- National Institutes of Standards and Technology
- NRCA
- National Roofing Legal Resource Center
- Multiple State Contractors Associations
- Roof Coatings Manufacturers Association
- Roofing Industry Alliance for Progress (2004)

In addition to our corporate memberships and affiliations, many of our employees maintain individual memberships in the following organizations which also provide industry standard updates.

- RCI
- AIA
- American Public Works Association
- American Society for Materials and Testing
- Construction Specifications Institute
- State Roofing Contractors Associations
- McCrone Research Institute – Certification in bulk asbestos testing
- Microscopy Instruction, Consultation and Analysis (MICA)
- NRCA
- Society For Painting Council

Table 3-6. Summary of contractor licenses for requested states.

State	Existing License
Alabama	Yes, Currently pending renewal
Alaska	Yes
Arizona	Yes
Arkansas	Yes, Currently pending renewal
California	Yes
Colorado	State license not required
Connecticut	Yes
Delaware	State license not required
Florida	Yes
Georgia	Yes
Hawaii	Yes, Currently pending renewal
Idaho	Yes
Illinois	Yes
Indiana	State license not required
Iowa	Yes, Currently pending renewal
Kansas	State license not required
Kentucky	State license not required
Louisiana	Yes
Maine	State license not required
Maryland	State license not required
Massachusetts	State license not required
Michigan	State license not required
Minnesota	State license not required
Mississippi	Currently pending renewal
Missouri	State license not required

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State	Existing License
Montana	Yes
Nebraska	State license not required
Nevada	Yes
New Hampshire	State license not required
New Jersey	Yes
New Mexico	Yes
New York	State license not required
North Carolina	Yes
North Dakota	Yes
Ohio	State license not required
Oklahoma	State license not required
Oregon	Yes
Pennsylvania	State license not required
Rhode Island	Yes
South Carolina	Yes
South Dakota	State license not required
Tennessee	Yes
Texas	State license not required
Utah	Yes
Vermont	State license not required
Virginia	Yes
Washington	Yes
West Virginia	Yes
Wisconsin	State license not required
Wyoming	State license not required


TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Alabama License



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Alaska License

Alaska Business License # 984044	
Alaska Department of Commerce, Community, and Economic Development Division of Corporations, Business and Professional Licensing P.O. Box 110806, Juneau, Alaska 99811-0806	
This is to certify that	
WEATHERPROOFING TECHNOLOGIES, INC.	
3735 GREEN RD BEACHWOOD OH 44122	
owned by	
WEATHERPROOFING TECHNOLOGIES, INC.	
is licensed by the department to conduct business for the period	
December 15, 2017 through December 31, 2019	
for the following line of business:	
23 - Construction	
	This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.
	This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.
	Mike Navarre




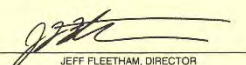

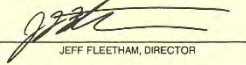
TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Arizona License

<p style="text-align: center;">———— IMPORTANT NOTICE ———— YOU MUST:</p> <ol style="list-style-type: none"> 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)] 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)] 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110] <div style="border-left: 1px solid black; border-right: 1px solid black; padding: 5px; margin-top: 20px;"> <p>Weatherproofing Technologies Inc Tremco Service Corporation 3735 Green Rd Beachwood, OH 44122-5705</p> </div>	<p style="text-align: center;">THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY</p> <p style="text-align: center;">↓</p> <p style="text-align: right;">05/31/2019</p> <p>LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA</p> <p>Registrar of Contractors CERTIFIES THAT</p> <p>Weatherproofing Technologies Inc Tremco Service Corporation</p> <p>CONTRACTORS LICENSE NO. 107705 CLASS CR42</p> <p style="text-align: center;">Roofing</p> <p>THIS CARD MUST BE PRESENTED UPON DEMAND</p> <p style="text-align: right;"> JEFF FLEETHAM, DIRECTOR</p>
<p style="text-align: center;">———— IMPORTANT NOTICE ———— YOU MUST:</p> <ol style="list-style-type: none"> 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)] 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)] 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110] <div style="border-left: 1px solid black; border-right: 1px solid black; padding: 5px; margin-top: 20px;"> <p>Weatherproofing Technologies Inc Tremco Service Corporation 3735 Green Rd Beachwood, OH 44122-5705</p> </div>	<p style="text-align: center;">THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY</p> <p style="text-align: center;">↓</p> <p style="text-align: right;">05/31/2019</p> <p>LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA</p> <p>Registrar of Contractors CERTIFIES THAT</p> <p>Weatherproofing Technologies Inc Tremco Service Corporation</p> <p>CONTRACTORS LICENSE NO. 107705 CLASS CR42</p> <p style="text-align: center;">Roofing</p> <p>THIS CARD MUST BE PRESENTED UPON DEMAND</p> <p style="text-align: right;"> JEFF FLEETHAM, DIRECTOR</p>
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TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Arizona License (Continued)

<p style="text-align: center;">———— IMPORTANT NOTICE ———— YOU MUST:</p> <ol style="list-style-type: none"> 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)] 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)] 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110] <p style="margin-left: 40px;">Weatherproofing Technologies Inc Tremco Service Corporation 3735 Green Rd Beachwood, OH 44122-5705</p>	<p style="text-align: center;">THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY</p> <p style="text-align: center;">↓</p> <p style="text-align: right;">12/31/2019</p> <p>LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA</p> <p>Registrar of Contractors CERTIFIES THAT Weatherproofing Technologies Inc Tremco Service Corporation</p> <p style="text-align: right;"></p> <p>CONTRACTORS LICENSE NO. 170243 CLASS KB-1</p> <p style="text-align: center;">Dual Building Contractor</p> <p>THIS CARD MUST BE PRESENTED UPON DEMAND</p> <p style="text-align: right;"> JEFF FLEETHAM, DIRECTOR</p>
<p style="text-align: center;">———— IMPORTANT NOTICE ———— YOU MUST:</p> <ol style="list-style-type: none"> 1.) REPORT DISSOCIATION OF QUALIFYING PARTY IN WRITING WITHIN 15 DAYS. [SEE A.R.S. § 32-1154(A)(18)] 2.) REPORT A CHANGE OF ADDRESS IN WRITING WITHIN 30 DAYS. [SEE A.R.S. § 32-1122(B)(1)] 3.) REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY [SEE A.R.S. § 32-1151.01] 4.) REPORT ANY CHANGE IN LEGAL ENTITY, SUCH AS ANY CHANGE OF THE OWNERSHIP IN A SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY. [SEE A.R.S. § 32-1124(B)(F) § RULE R-4-9-110] <p style="margin-left: 40px;">Weatherproofing Technologies Inc Tremco Service Corporation 3735 Green Rd Beachwood, OH 44122-5705</p>	<p style="text-align: center;">THIS IS YOUR IDENTIFICATION CARD DO NOT DESTROY</p> <p style="text-align: center;">↓</p> <p style="text-align: right;">12/31/2019</p> <p>LICENSE EFFECTIVE THROUGH: STATE OF ARIZONA</p> <p>Registrar of Contractors CERTIFIES THAT Weatherproofing Technologies Inc Tremco Service Corporation</p> <p style="text-align: right;"></p> <p>CONTRACTORS LICENSE NO. 170243 CLASS KB-1</p> <p style="text-align: center;">Dual Building Contractor</p> <p>THIS CARD MUST BE PRESENTED UPON DEMAND</p> <p style="text-align: right;"> JEFF FLEETHAM, DIRECTOR</p>
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State of Arkansas License

License No. 0090361018

ID #11215

State of Arkansas
Commercial Contractors Licensing Board

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD, OH 44122

WEATHERPROOFING TECHNOLOGIES, INC.

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

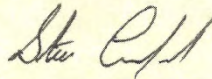
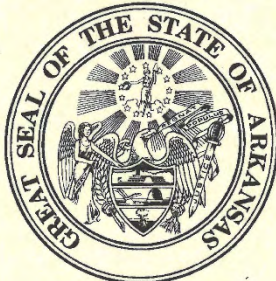
SPECIALTY

Roofing, Roof Decks, Roofing Sheet Metal

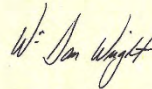
This contractor has an unlimited suggested bid limit.

from January 12, 2018 until October 31, 2018 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



CHAIRMAN



SECRETARY

January 12, 2018 - sh

State of California License



The image shows a California State License Board (CSLB) active license for Weatherproofing Technologies Inc. The license is issued by the Department of Consumer Affairs (DCA). The license number is 274072, and the entity is a corporation (CORP). The business name is WEATHERPROOFING TECHNOLOGIES INC. The classification is C39 B. The expiration date is 10/31/2019. The website www.cslb.ca.gov is provided. The license features the DCA logo, the CSLB logo, and the State of California seal.

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **274072** Entity **CORP**

Business Name **WEATHERPROOFING TECHNOLOGIES
INC**

Classification(s) **C39 B**

Expiration Date **10/31/2019** www.cslb.ca.gov



State of Connecticut License

CPL-03 Rev 06/13

631881
No

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

This is your registration certificate. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. Questions regarding this registration can be directed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

Mailing address:

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
DBA TREMCO SERVICE CORPORATION
BEACHWOOD, OH 44122-5705

Email on file to be used for receiving all notices from this office:

rmosholder@tremcoinc.com



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Florida License

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**
CCC057774 ISSUED: 06/26/2016
CERTIFIED ROOFING CONTRACTOR
WILBANKS, RUSSELL DURELL
WEATHERPROOFING TECHNOLOGIES INC

IS CERTIFIED under the provisions of Ch 489 FS.
Expiration date: AUG 31, 2018 L1606260001012

DETACH HERE



RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER	
CCC057774	

The ROOFING CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

WILBANKS, RUSSELL DURELL
WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN ROAD
BEACHWOOD OH 44122



ISSUED: 06/26/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606260001012

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Florida License (continued)

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



State of Georgia License

4/20/2018
Details



PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRIAN P. KEMP

Licensee Details

Licensee Information

Name: Weatherproofing Technologies Inc	Owner: Craig Owen Whitaker
Address: 3735 Green Road Beachwood OH 44122	

Primary Source License Information

Lic #: GCCO002413	Profession: Residential/General Contractor	Type: General Contractor Company
Secondary:	Method: Application	Status: Active
Issued: 7/13/2009	Expires: 6/30/2020	Last Renewal Date: 4/16/2018

Associated Licenses

Relationship: Supervisor		
Licensee: Whitaker, Craig Owen	License Type: General Contractor Qualifying Agent	
License #: GCQA002427	License Status: Active	
Established: 7/13/2009	Association Date: 3/30/2009	Expiry:
Type: Prerequisite User		

Public Board Orders

Please see Documents section below for any Public Board Orders

Other Documents

No Other Documents

Data current as of: April 20, 2018 10:17:14

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.

<http://verify.sos.ga.gov/Verification/Details.aspx?result=04b948f-6212-4009-b680-d6c53a9a0b98>
1/1

State of Hawaii License

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD OH 44122

C - 25206

LICENSE NUMBER	EXPIRATION DATE
C - 25206	09/30/2018

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
CONTRACTOR

CLASSES (ACTIVE):
C42

WEATHERPROOFING TECHNOLOGIES INC
1235 ALA KAPUNA ST #102
HONOLULU HI 96819



(SIGNATURE OF LICENSEE) _____

State of Idaho License

7/21/2017 eIBOLPublic - Public Information

IDAHO State of Idaho
Bureau Of Occupational Licenses
Public Record Information (Detail)

Public Record

Business Name: WEATHERPROOFING TECHNOLOGIES INC
Owner: CRAIG NELSON, JAMES TIERNEY, MICHAEL DRUMM
Profession: IDAHO CONTRACTORS BOARD
Type: REGISTERED ENTITY CONTRACTOR
Number: RCE - 22865
Address Of Record:
City/State/Zip: BEACHWOOD OH 44122
Country: USA
Business Phone: (216) 292 - 5000
Original Date of Issue: 8/7/2007
Registered/Licensed By:
Status: Current
Discipline Status:
Expiration Date: 8/7/2018


Disciplinary Action Documents
None

NOTE: This document is a copy of the electronic record of the person named above and constitutes a verification of that record. If official certification of this record is required, a written request must be submitted together with a \$10.00 fee to the Bureau of Occupational Licenses, 700 West State Street, PO Box 83720, Boise, Idaho 83720-0063.

<https://secure.ibol.idaho.gov/eIBOLPublic/LicensePublicRecord.aspx?Profession=CON&LicenseType=RCE&LicenseNo=22865> 1/1

State of Illinois License

1/5/2018 Print Lookup Details



Illinois Department of Financial and Professional
Regulation

Lookup Detail View

Contact
Contact Information

Name	City/State/Zip	DBA/AKA
Weatherproofing Technologies Inc	Beachwood, OH 44122	

License
License Information



License Number	Description	Status	First Effective Date	Effective Date	Expiration Date	License Qualifiers	Qualifying Party	Ever Disciplined
104010180	LICENSED ROOFING CONTRACTOR	ACTIVE	07/19/1996	12/22/2017	12/31/2019	UNLIMITED	EDWARD A HAUSKNECHT	N

Generated on: 1/5/2018 1:59:22 PM

<https://ilesonline.idfpr.illinois.gov/DFPR/lookup/PrintLicenseDetails.aspx?cred=514538&contact=460632>

1/1

State of Iowa License

	<p>CONTRACTOR REGISTRATION CERTIFICATE STATE OF IOWA DIVISION OF LABOR CONTRACTOR REGISTRATION 1000 East Grand Avenue Des Moines, IA 50319-0209 Phone (515) 242 – 5871 www.iowacontractor.gov</p>	<p>DATE ISSUED: 05/24/2018 DATE EXPIRES: 06/23/2019 REGISTRATION NUMBER: C084548</p>
<p>WEATHERPROOFING TECHNOLOGIES INC 3735 GREEN RD BEACHWOOD, OH 44122</p>	<p> Michael A. Mauro, Commissioner</p>	

State of Louisiana License



State of Montana License



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Nevada License

Southern Nevada Office 2310 Corporate Circle, Suite 200 Henderson, Nevada 89074 (702) 486-1100	<h2 style="margin: 0;">STATE CONTRACTORS BOARD</h2> <p style="margin: 0;">The Nevada State Contractors Board certifies that</p> <h3 style="margin: 0;">WEATHERPROOFING TECHNOLOGIES INC</h3> <p style="margin: 0; font-size: small;">Licensed since August 28, 1998</p> <p style="margin: 0; font-size: large;">License No. 0046650</p> <p style="margin: 0;">Is duly licensed as a contractor in the following classification(s):</p> <p style="margin: 0; text-align: center;">C15-ROOFING & SIDING</p>	Northern Nevada Office 9670 Gateway Drive, Suite 100 Reno, Nevada 89521 (775) 688-1141
<p>PRINCIPALS:</p> PAUL GREORGE PATRICK HOOGENBOX EDWARD WINSLOW MOORE, Secretary MICHAEL J DRUMM, Treasurer VICTOR SOPKO, Qualified Individual	Jan B. Leggett Chairman, Nevada State Contractors Board	LIMIT: Unlimited EXPIRES: 08/31/2019
<p>STATE OF NEVADA CONTRACTORS LICENSE</p> <p style="font-size: x-small;">THIS IS TO CERTIFY THAT THE COMPANY LISTED BELOW IS LICENSED IN THE STATE OF NEVADA FOR THE CLASSIFICATION(S) SHOWN:</p> WEATHERPROOFING TECHNOLOGIES INC 3735 GREEN ROAD BEACHWOOD OH 44122	<p style="text-align: center;">STATE OF NEVADA STATE CONTRACTORS BOARD</p> 9670 Gateway Drive, Suite 100 Reno, Nevada 89521 2310 Corporate Circle, Suite 200 Henderson, Nevada 89074	<p style="text-align: center;">POCKET CARD RE-ORDER FORM</p> Enclosed is \$ _____ to cover the cost of _____ additional pocket cards at ten dollars (\$10.00) each. Firm Name _____ License No. _____ Date: _____ By: _____
LIMIT: Unlimited Class: C15	LIC. NO. 0046650 EXPIRES: 08/31/2019	
WEATHERPROOFING TECHNOLOGIES INC 3735 GREEN ROAD BEACHWOOD OH 44122		
(NSPO Rev. 8-15) (O) 2797		

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of New Jersey License

*STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
SHORT FORM STANDING*

WEATHERPROOFING TECHNOLOGIES, INC.

8929590000

With the Previous or Alternate Name

TREMCO SERVICE CORPORATION (Previous Name)

TREMCO MAINTENANCE SERVICE CORPORATION (Previous Name)

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Delaware Foreign Profit Corporation was registered by this office on May 9, 1963.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify the registered agent and registered office are:

*Corporation Service Company
830 Bear Tavern Road
West Trenton, NJ 08628*

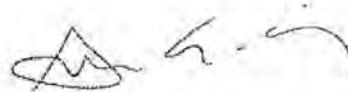


Certificate Number: 123919067

Verify this certificate online at

http://www.Lstate.nj.us/TYTR_StandingCerti2SP/Verify_Cert.jsp

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 13th day of March, 2012.



*Andrew P. Sidamon-Eristoff
State Treasurer*

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of New Jersey License (Continued)

1/10/2018

N.J. Department of Treasury - Division of Revenue, On-Line Inquiry

	STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
Taxpayer Name:	WEATHERPROOFING TECHNOLOGIES, INC.
Trade Name:	
Address:	3735 GREEN RD BEACHWOOD, OH 44122-5705
Certificate Number:	0839364
Effective Date:	
Date of Issuance:	January 10, 2018
For Office Use Only:	
	20180110160451817

https://www1.state.nj.us/TYTR_BRC/servlet/common/BRCLogin

1/1

State of New Mexico License



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of North Carolina License

<p>License Year</p> <p>2018</p>	<p>License No.</p> <p>32271</p>
---------------------------------	---------------------------------

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Weatherproofing Technologies, Inc., T/A
Tremco Service Corporation
Beachwood, OH

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited
Classification: Building

until

December 31, 2018


when this Certificate expires.


Witness our hands and seal of the Board.


Dated, Raleigh, N.C.

March 15, 2018

This certificate may not be altered.




Chairman


Secretary-Treasurer

State of North Dakota License

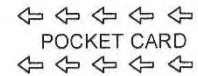


State of Oregon License

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD OH 44122

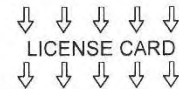
CCB LICENSE 133254
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$75,000
INSURANCE: \$2,000,000 / \$4,000,000
INDEP. CONT. STATUS: NONEXEMPT
RMI: IVAN TRINIDAD
HOME INSPECTOR CERTIFIED: NO

CONSTRUCTION CONTRACTORS BOARD
LICENSE NUMBER: 133254
EXPIRATION DATE: 04/03/2019
ENTITY TYPE: Corporation
ENDORSEMENT(S): Commercial General Contractor Level 1
WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD OH 44122



POCKET CARD

*fold and detach
along
perforation*



LICENSE CARD

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LICENSE CERTIFICATE

LICENSE NUMBER: 133254

This document certifies that:

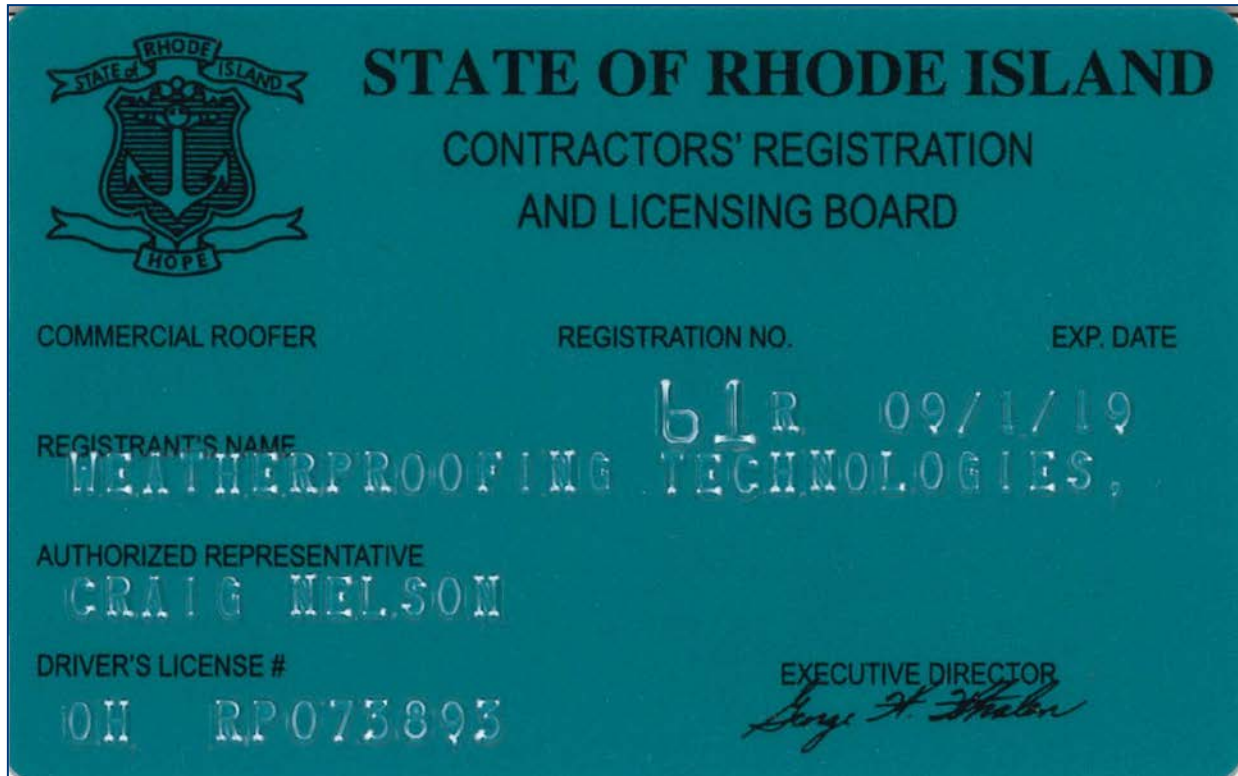
WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN RD
BEACHWOOD OH 44122

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

License Details:

EXPIRATION DATE: 04/03/2019
ENTITY TYPE: Corporation
INDEP. CONT. STATUS: NONEXEMPT
RESIDENTIAL BOND: NONE
COMMERCIAL BOND: \$75,000
INSURANCE: \$2,000,000 / \$4,000,000
RMI: IVAN TRINIDAD
HOME INSPECTOR CERTIFIED: NO

State of Rhode Island License



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of South Carolina License

***** CHECK LICENSE CARD, CERTIFICATE, CLASSIFICATION(S), AND CONTRACT LIMIT FOR ACCURACY *****
LICENSE RENEWALS - YOUR LICENSES EXPIRES ON 10/31/2020. Renewing is only available 3-4 months prior to this date; renewal notices will be mailed out. Renewal website: <https://renewals.lironline.com/RegLogin.asp>. If you do not renew your license by January 31st after your expiration date, you must submit an initial application, Doc #165, financial statement and \$350 to reinstate your license - website: www.lironline.com/pol/contractors.

**** THIS IS A 2-PART POCKETCARD! FOLD CARD - DO NOT CUT OR TEAR CARD IN HALF! ****
BOTH PARTS OF POCKETCARD MUST BE PRESENTED TO CUSTOMER, PERMIT OFFICE, BUILDING OFFICIAL, ETC. AT ALL TIMES!

***** LICENSE# - G114201 ***** CCB1041666

South Carolina Department of Labor, Licensing and Regulation
SC Contractor's Licensing Board

certifies:
GENERAL CONTRACTOR
WEATHERPROOFING TECHNOLOGIES INC
 3735 GREEN ROAD
 BEACHWOOD OH 44122
 to practice the following:
BD5 GR5 SR5

Effective License Date:07/04/2018
 Initial License Date:05/15/2008
EXPIRATION DATE:10/31/2020

Roger Lerner
 Administrator

CCB1041666

***** LICENSE# - G114201 *****
EXPIRATION DATE: 10/31/2020

GENERAL CONTRACTOR
WEATHERPROOFING TECHNOLOGIES INC
 is certified to practice the following:
BD5 GR5 SR5

License Classification(s) is the 2 letters in front of number
 License Group# Limit is number after 2-letter classification
 (see Letter Abbreviation Key & Group Limit on back)

Douglas Robert Timmer, Edward Hausknecht
 Qualifying Party(s): DOUGLAS ROBERT TIMMER, EDWARD HAUSKNECHT

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing

WALL CERTIFICATE BELOW:

CCB1041666

STATE OF SOUTH CAROLINA
DEPARTMENT OF LABOR, LICENSING AND REGULATION
SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

LICENSE# - G114201 The following licensee: **LICENSE# - G114201**

WEATHERPROOFING TECHNOLOGIES INC
3735 GREEN ROAD
BEACHWOOD OH 44122

has met the necessary qualifications required by the laws of the state of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR
for the Classification(s) and Group Limitation shown below:

BD5 GR5 SR5

***** Group Number and Dollar Limitations: *****
 The number after your 2-letter classification(s) above is your Group#

Group #1 - \$50,000	Group #3 - \$500,000
Group #2 - \$200,000	Group #4 - \$1,500,000
Group #5 - \$Unlimited	

Roger Lerner
 Administrator

Qualifying Party(s): DOUGLAS ROBERT TIMMER, EDWARD HAUSKNECHT

It is at the discretion of the licensee, not the Board, to authorize officers or employees of the company to pull permits and conduct business.

TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Utah License

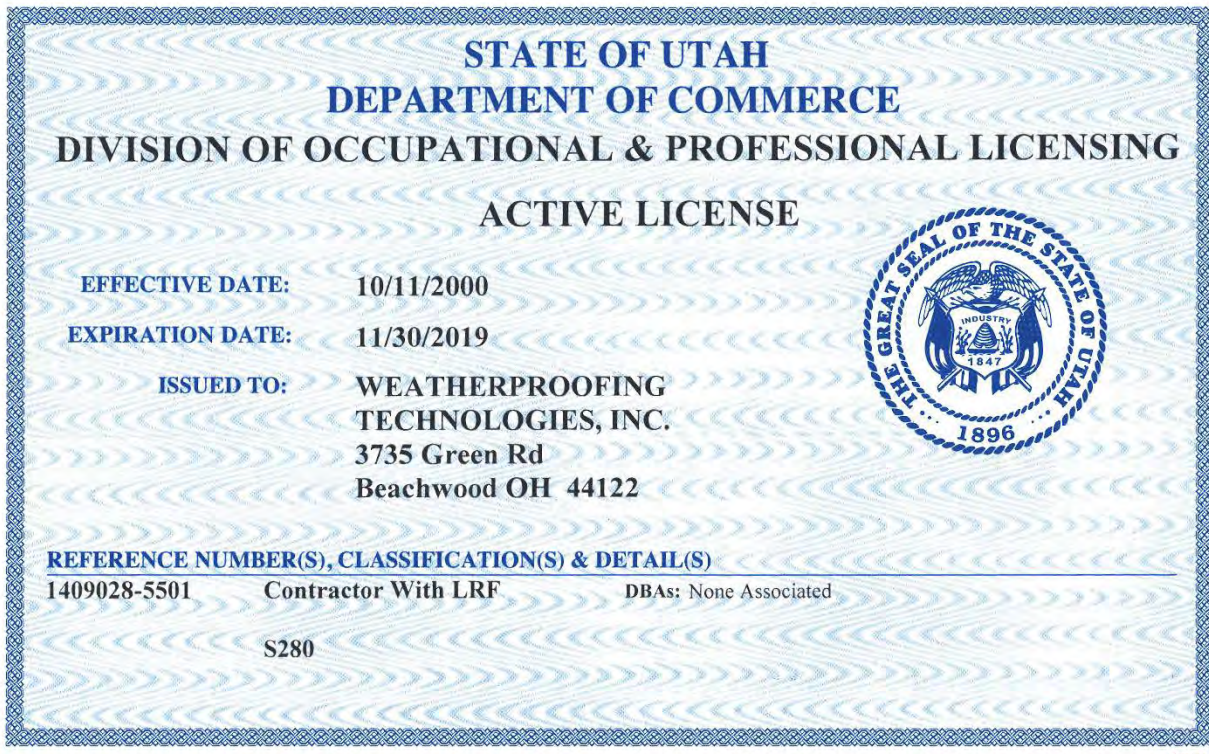


IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD OH 44122

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

State of Virginia License

The image shows a Virginia license card for Weatherproofing Technologies Inc. The card is issued by the Commonwealth of Virginia, Department of Professional and Occupational Regulation. It is for a Class A Contractor in the Board for Contractors, with a license number of 2705047475, which expires on 12-31-2018. The license holder is Weatherproofing Technologies Inc, Tremco Service Corporation, located at 3735 Green Road, Beachwood, OH 44122-5730. The card features the DPOR logo, the Virginia state seal, and a signature of Jay W. DeBoer, Director. A watermark 'VOID' is visible across the card. A detachable portion at the bottom left contains the same information in a smaller format, with a 'FOLD' line and a 'DPOR-PC (05/2015)' label. A 'DPOR-LIC (05/2015) (DETACH HERE)' label is on the right side of the main card.

COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

EXPIRES ON
12-31-2018

NUMBER
2705047475

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS CIC

WEATHERPROOFING TECHNOLOGIES INC
TREMCO SERVICE CORPORATION
3735 GREEN ROAD
BEACHWOOD, OH 44122-5730

DPOR

Jay W. DeBoer
Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)
(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR


CLASSIFICATIONS CIC
NUMBER: 2705047475 EXPIRES: 12-31-2018

WEATHERPROOFING TECHNOLOGIES INC
TREMCO SERVICE CORPORATION
3735 GREEN ROAD
BEACHWOOD, OH 44122-5730

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-PC (05/2015)

State of Washington License



STATE OF WASHINGTON

BUSINESS LICENSE

Corporation

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD, OH 44122-5705

UNEMPLOYMENT INSURANCE - ACTIVE INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION #601-427-395 - ACTIVE

Unified Business ID #: 601427395
Business ID #: 001
Location: 0001
Expires: Dec 31, 2018

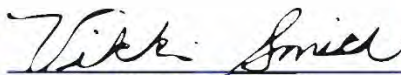
CITY ENDORSEMENTS:

RICHLAND SERVICE BUSINESS #F03 (EXPIRES 5/31/2019) - ACTIVE
ISSAQUAH GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
TUMWATER GENERAL BUSINESS #R-006136 (EXPIRES 5/31/2019) - ACTIVE
SHORELINE GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
GRANITE FALLS GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
OLYMPIA GENERAL BUSINESS #22152 (EXPIRES 5/31/2019) - ACTIVE
POULSBO GENERAL BUSINESS #2313 (EXPIRES 5/31/2019) - ACTIVE
ENUMCLAW GENERAL BUSINESS #CUST00007719 (EXPIRES 5/31/2019) - ACTIVE
EPHRATA GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
PUYALLUP GENERAL BUSINESS - NON-RESIDENT #2010117 - ACTIVE

LICENSING RESTRICTIONS:

Not licensed to hire minors without a Minor Work Permit.

This document lists the registrations, endorsements, and licenses authorized for the business named above. By accepting this document, the licensee certifies the information on the application was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.



Director, Department of Revenue


STATE OF WASHINGTON

UBI: 601427395 001 0001

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN RD
BEACHWOOD, OH 44122-5705

UNEMPLOYMENT INSURANCE - ACTIVE
INDUSTRIAL INSURANCE - ACTIVE
TAX REGISTRATION #601-427-395 - ACTIVE
RICHLAND SERVICE BUSINESS #F03 (EXPIRES 5/31/2019) - ACTIVE
ISSAQUAH GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
TUMWATER GENERAL BUSINESS #R-006136 (EXPIRES 5/31/2019) - ACTIVE
SHORELINE GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
GRANITE FALLS GENERAL BUSINESS (EXPIRES 5/31/2019) - ACTIVE
ACTIVE

Expires: Dec 31, 2018



Director, Department of Revenue

DETACH THIS SECTION FOR YOUR WALLET

State of West Virginia License

	<h1>CONTRACTOR LICENSE</h1>	
	Authorized by the West Virginia Contractor Licensing Board	
	Number:	WV053987
	Classification:	GENERAL BUILDING
	WEATHERPROOFING TECHNOLOGIES INC DBA WEATHERPROOFING TECHNOLOGIES INC 3735 GREEN ROAD BEACHWOOD, OH 44122	
	Date Issued	Expiration Date
	OCTOBER 04, 2017	OCTOBER 04, 2018
	_____ Authorized Company Signature	 _____ Chair, West Virginia Contractor Licensing Board
WEST VIRGINIA CONTRACTOR LICENSING BOARD		
<small>This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.</small>		



TAB 3 – COMPANY PROFILE (APPENDIX F, EXCLUDING REFERENCES)

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TAB 4 – PRODUCTS/SERVICES (APPENDIX B)



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Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified vendor(s) for **Roofing Products, Services, and Job-Order Contracting Services** on a national basis. Vendor(s) shall, at the request of any participating agency, provide these covered services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the participating agency with making a determination of its individual needs, as stated below.

The vendor 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 the participating agency.

Vendors are encouraged to offer turn-key solutions to address the full range of roofing products and services being sought in this solicitation, including installation, maintenance, repair, and asset management. However, offering a turn-key solution is **not** a requirement that must be met in order to be considered for award.

Those vendors seeking multiple state awards should provide contractor license to work in the requested states and propose a separate coefficient for each.

If vendor is awarded a contract for the requested states and later decides to request additional states to work in under the contract, then a written request must be made to Region 4 ESC requesting the additional state(s). In addition, the contractor must provide proof of license and bonding capability to work in the requested new state(s) along with proof of insurance and other relevant documents.

If a respondent is awarded a contract for the requested states and later decides to request that additional affiliates be allowed to work on this contract, then a written request must be made to Region 4 ESC regarding the addition of the affiliate(s). Successful Respondents must also submit a written request to Region 4 ESC if they wish to discontinue an affiliate from doing work on this contract. All work done under this contract by affiliates, subcontractors or other parties will be the responsibility of the primary contract holder.

The contractor should describe in its business plan how it will include and work with local subcontractors and how it will work with local architects and engineers, especially those A&E firms already working with client members.

Region 4 ESC encourages the use of HUBs, MWBEs and SBEs both as prime and subcontractors. However, they must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify their subcontractors. Some client members will have a set goal for subcontracting requirements and will require that a plan be attached as an addendum to the PO outlining how the contractor will endeavor to meet their goal. Specific plans as part of the contractors' business plan to meet these goals will be part of the overall contractor's evaluation process as well as selection process for certain client members as a requirement for their delivery orders.

The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the requirements of the State of Texas or the state where the job is located. The vendor, if awarded a contract, will provide within 14 days but prior to the commencement of work, a certificate of insurance showing that Region 4 ESC has been named as additional insured. If the member has higher insurance requirements, those requirements may be added as an addendum to the purchase order.

Recognized holidays include: Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Regular work hours will be 7am to 6pm local time unless otherwise agreed by the participating agency. A schedule for performance of work that can be met without planned overtime is the responsibility of the Contractor, unless otherwise requested by the owner.

JOB-ORDER-CONTRACTING DELIVERY METHOD

As appropriate and allowed by chapter 2269 of the Texas Government Code, contractors may deliver projects through the job order contracting delivery method under this contract. Contractors should demonstrate their experience with JOC estimating and delivery on at least 5 previous projects as requested in Appendix F.

PERFORMANCE BOND PLAN

The contractor shall submit a detailed performance bond plan that will meet the participating agency's local and state statutory requirements. The vendor is required to be knowledgeable and current on all statutory requirements for bonding. This should include, but is not limited to, a letter from a surety company that is licensed to do business in the states being proposed in the submittal. Vendors shall also provide a written statement acknowledging that they can provide surety letters for any affiliates to Region 4 ESC or participating agencies upon request. Vendors may need to provide additional capacity as work orders increase. Bonds will not require that a fee be paid to Region 4 ESC. The actual cost of the bond will be a pass-through expense to the client and added to the purchase order.

SAFETY/ENVIRONMENTAL PLAN

The contractor shall submit a detailed safety plan with their submittal. It should specifically address how the contractor will implement this plan with the subcontractors. The safety plan will need to address OSHA compliance, environmental compliance, drug testing, trend analysis and noncompliance corrective action. It should also state whether a safety officer will interact with the client member's staff and management of safety and environmental issues while working in occupied areas.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit a QA/QC plan within with their submittal. This plan shall detail the day to day surveillance of work and provide documentation of deficiencies and corrective actions. It should note subcontractor compliance issues and trend analysis and how inspectors will interface and work with both the subcontractors and the participating agency's staff.

SUBCONTRACTING PLAN AND/OR EXPLANATION OF APPLICABLE AFFILIATE RELATIONSHIPS

The contractor shall submit a subcontracting plan with their submittal. This plan will explain the subcontracting procedures providing assurances that the subcontractors meet the same high standards as the contractor. This will include a subcontractor's log, subcontractor qualification form, felony conviction notice and child and sex offender notice. This plan will also address how the vendor

will implement his safety plan with subcontractors (may reference the vendor's safety plan). The subcontractors will be held to the same standards as the primary roofing contractor.

A distinct portion of the subcontracting plan needs to deal with attracting, utilizing and mentoring small and disadvantaged businesses including how your company will attract these firms. Describe how your company will institute a prompt payment plan upon completion and acceptance of their work and how your company will make progress payments to subcontractors on long term job orders.

The contractor shall submit a plan detailing the relationship with any applicable affiliates that may do work under this contract. This submittal should include, but is not limited to, work history, credentials, PO processes, and process to maintain upstanding workmanship and service.

PRODUCT PERFORMANCE MINIMUM REQUIREMENTS

All roof systems must meet the regulatory requirements of the International Building Code, all applicable state and local codes for public buildings, including, but not limited to, UL 790, Class A, and FM Class 1-90 Fastening Standards. The prime contractor awarded a contract will comply with the latest, most stringent industry-standard construction details published by the National Roofing Contractors Association's **the NRCA Roofing and Waterproofing Manual**, 4th edition. (NRCA, 10255 W. Higgins road, Suite 600, Rosemont, IL 60018 || 847-299-9070 || Fax 847-299-1183). Any deviations, such as the use of proprietary designs of the prime contractor or special construction for regional climatic conditions, must be identified and explicitly agreed to by the participating agency.

ASSOCIATED PROJECT SUPPORT REQUIREMENTS

The contractor shall remove movable furniture in the work area and place it back in the required location upon completion. The purchase, delivery and storage of project construction materials should not interfere with the client's operations. Damages that occur to the client's facilities or equipment must be repaired or purchased to like or better condition by the vendor at no charge. All permits will be acquired by the vendor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency.

Region 4 ESC or its representative reserves the right to inspect any project and review the contractor's project files, documentation, and correspondence.

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

It is the contractor's responsibility to analyze their electrical needs and the ability of the client's facility to accommodate his request. The electricity at the job site will be free to the vendor. It will be the responsibility of the contractor to coordinate his requests and needs with the client. If additional capacity is required, the contractor is responsible for arranging for the equipment, the installation and removal at his own expense. If possible, toilet facilities will be made available by the client or the vendor will make arrangements for portable toilets.

The participating agency reserves the right to require the contractor's employees, representatives and consultants to wear identification and stay in designated work areas at all times while on the participating agency's property. The participating agency shall have the right to affect the immediate removal of any person associated with the contractor from the member's property for failure to wear identification, for being outside a designated work area, or for engaging in any behavior that the

member deems inappropriate directed toward or in the vicinity of students, employees, officials, or guests of the participating agency.

Contractor shall perform the appropriate background checks of any personnel that will be performing the services within the proximity of minors. Vendor shall notify the participating agency of any proposed employee who has been convicted, pled guilty or pled "no contest" to a criminal offense, and the participating agency reserves the right to reject the proposed employee with a criminal background. No person employed by the vendor who has been found guilty of any criminal offenses shall be allowed into the work site without prior approval of the participating agency.

Description of Products and Services Offered

(Note: Pricing is to be provided separately in the Pricing tab)

A listing of products and services that should be offered under this contract is provided in the Pricing tab, but the offering need not be limited by this listing. Contractor may provide additional products and services either in this section or the value-add section. Pricing on these non-line items products and services can be addressed through a margin, a unit price book, or any other auditable pricing mechanism. Any product or service offered must have pricing that can be audited as outlined in the Pricing section in this solicitation (Appendix C). Contractors may propose a Unit Price Book to be used as an alternate pricing mechanism for special situations and for JOC delivery. Provide the coefficient(s) for all applicable regions for the unit price book proposed on the final page provided in the Pricing tab.

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

Turn-Key Solution

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Multiple State Awards

WTI is seeking multiple state awards and has provided a contractor license to work for all states in *Tab 3 – Company Profile (Appendix F)*, as required.

Working with Local Subcontractors, Architects and Engineers

With more than 1,200 subcontractors located throughout the nation, WTI is well prepared to respond to a variety of scopes issued under the Roofing Products, Services and JOC Services contract. Consistent with our management approach, we will select subcontractors to support individual projects on a case-by-case basis, taking into consideration specific scopes of work as well as location of the work. Based on this approach, we are not identifying any specific consultants or subcontractors that will be involved in all projects issued under the Roofing Products, Services and JOC Services contract.

To ensure we achieve participating agency needs and expectations, WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent/QC and Safety Manager, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual projects, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including:

- Past performance/experience in work scope
- Past performance/experience for TCPN
- Availability of manpower and resources to meet job-order schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to job-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

Similarly, we have two Architectural/Engineering (A/E) firms that will be called upon to provide design and engineering support on specific projects. Depending on the project scope of work and complexity, we will call upon the expertise of O&S Associates (O&S) and Great Lakes Critical Power and Cooling (GLCPC). Specific individuals who will support job design requirements will be identified after project issuance and selection of the design team member. In accordance with state regulations, we are not offering A/E services in the State of Texas or in any other state where they are prohibited.

WTI is committed to the use of HUBZone, MBE, WBE and DBE firms and has included our approach to maximizing utilization of these firms later in this Tab under *Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships*.

Insurance Coverage

WTI will provide adequate insurance coverage meeting all minimum requirements of the State of Texas or state where the project is located. Additionally, we will provide a certificate of insurance naming Region 4 ESC as additional insured within 14 days of contract award and before commencement of work.

JOC Delivery Model

WTI has demonstrated our experience with JOC estimating and delivery on five projects as detailed in *Tab 6 – References (Appendix F)*. In addition to this documented project experience, our estimating team has a combined 50 years of experience estimating projects using RS Means® and other estimating software, including Primavera and our proprietary estimating methodologies. WTI's estimators work directly with our Construction Managers and Superintendent/QC and Safety Managers to ensure that all costs are captured and each project's scope of work is detailed and encompasses all parameters that are required to estimate project costs with accuracy and comprehensiveness. Our estimators attend annual training seminars to stay updated on market trends and new advances in software applications necessary to produce quality estimates for our customers. Throughout the past 12 years, we have performed more than \$51 million in work and 800 projects for TCPN while estimating with the stipulated cost index guide. We will continue to uphold our reputation for providing responsive and quality services for projects ranging in value up to \$5 million.

Performance Bond Plan

WTI will utilize Marsh USA to provide bonds for the Roofing Products, Services and JOC Services contract. Marsh USA has the capabilities to provide bonds in any state, nationwide, to support participating agency purchase orders. From more than 50 years of experience nationwide, WTI has proven knowledge on bonding statutory requirements. We continue to stay current on bonding requirements through Marsh USA and have worked with Marsh USA for more than 20 years.

LETTER FROM SURETY COMPANY LICENSED IN STATES PROPOSED

Letters from our surety company demonstrating our bonding capacity to perform the Roofing Products, Services and JOC Services contract are provided on the following pages. We can also provide surety letters to TCPN or its members upon request.



Cathy L. Woodruff
Surety

Marsh USA Inc.
200 Public Square
Suite 1000
Cleveland, OH 44114
+1 216 937 1700
www.marsh.com

Region 4 Education Service Center
7145 West Tidwell Road
Houston, TX 77092

July 16, 2018

**Subject: Weatherproofing Technologies, Inc. – Surety Qualification
RFP by Region 4 Education Service Center (“ESC”) for Roofing Products, Services and
Job Order Contracting (JOC) Services. On behalf of itself, other government agencies and
non-profits, made available through The Cooperative Purchasing Network “TCPN”
Solicitation No. 18-09**

To Whom It May Concern:

This letter will confirm that Weatherproofing Technologies, Inc., is pre-qualified with its surety company, Liberty Mutual Insurance Company (A.M. Best Rated A, XV), and has regularly obtains performance and payment bonds in support of projects which require surety bonds. Weatherproofing Technologies Inc. has in place lines of credit with Liberty Mutual Insurance Company allowing for bonding for single capacity of \$30,000,000.00 with an aggregate program of \$200,000,000. This significant capacity is made available to Weatherproofing Technologies, Inc. based upon the company’s strong financial position, impressive team of professionals and successful completion of contracts.

With an award of a project to Weatherproofing Technologies, Inc. and subsequent to a request for bonds, Performance/Payment Bonds can be executed in the full amount of the contract price by Liberty Mutual Insurance Company. This pre-qualification is conditioned on acceptable underwriting consideration such as contract terms and conditions, bond forms and project detail. This letter is a general reference letter, requested of us from our client, and is not an assumption of liability. Any arrangement for bonds is strictly a matter between Weatherproofing Technologies, Inc. and Liberty Mutual Insurance Company.

LIBERTY MUTUAL INSURANCE COMPANY


Cathy L. Woodruff, Attorney-in-Fact

LEADERSHIP, KNOWLEDGE, SOLUTIONS...WORLDWIDE.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Cathy L. Woodruff
of the city of Cleveland state of Ohio its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Weatherproofing Technologies, Inc.
Obligee Name: Region 4 Education Service Center
Surety Bond Number: N/A Project Description: Surety Qualification

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of February 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of February 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed the seals of said Companies this 16th day of July 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Safety/Environmental Plan

Every one of our roofing and building envelope projects, no matter how large or how small, begins with a thorough understanding of the job site's potential hazards, safe work procedures, product characteristics, equipment operation, conditions and specific customer requirements. These are submitted to the owner through a WTI site-specific Safety Plan.

WTI's goal on every project is to complete work safely, with the appropriate tools, equipment and methods implemented in accordance with applicable rules and regulations. These may include OSHA 1910 and 1926 Regulations, TCPN requirements and other applicable federal, state and local safety requirements. WTI's Safety Program is administered at the site level by one of our assigned Superintendents who is responsible for oversight of the health and safety of employees, facility personnel and subcontractors. The Superintendent is responsible for verifying that employees and workers are trained in proper safety procedures. Appropriate personnel will conduct scheduled weekly safety reviews for dangers and hazards of the work in progress per requirements of the project. WTI also requires each of our subcontractors to maintain a suitable level of safety education and training as per requirements specified in the OSHA 10-hour Training. Health and safety inspections are conducted daily by appropriate personnel to identify, address and mitigate potential safety hazards.

Tremco and WTI's safety observance takes priority over scheduling concerns. Any task that is designated by the on-site Superintendent as being performed in an unsafe manner, or without appropriate safety precautions, will be stopped until proper safety procedures can be instituted. The Superintendent will have full responsibility for ensuring compliance to Tremco's Safety Program as well as conducting daily on-site inspections of all contractors by using a daily safety checklist.

As part of our overall commitment to safe operations, we have published and distributed our Safety Policy Manual, which sets expectations and requirements for WTI field projects. This policy was developed in accordance with applicable OSHA 1910, 1926 and Environmental Protection Agency (EPA) requirements and reflects industry standards and expectations such as those developed by the National Roofing Contractors Association (NRCA). The Safety Plan is included as a compliance document within our Employee Handbook and as a referenced specification in subcontracts.

We have included a summary of our safety/environmental approach for the areas specifically outlined in the RFP on the following pages with a copy of our comprehensive Safety/Environmental Plan provided in *Appendix 3 – Safety/Environmental Plan*.

IMPLEMENTATION OF SAFETY/ENVIRONMENTAL PLAN WITH SUBCONTRACTORS

The Superintendent is the primary point of contact for jobsite safety and plays a critical role in managing and enforcing our Safety Plan. Our Safety Plan outlines in detail the various communication means that will be utilized and includes the elements below.

- Employee safety handouts or bulletin notices provided with paychecks or at meetings
- Weekly Safety Meetings and Pre-Construction Meetings
- Tool Box Talks – Weekly safety discussions called Tool Box Talks consists of open conversation at the weekly safety meetings on a specified topic issued by the safety department. Topics include a review of previous accidents or unexpected hazards, instruction on safe planning for upcoming work and employee suggestions or comments. Discussion notes are kept and maintained in a Safety Log at the site office for future reference
- New employee orientation training
- OSHA safety notifications and posters posted at the jobsite office

Safety training, implementation of best practices and corrective actions when deficiencies are found are critical to the performance of our subcontractors. Subcontractor employees are trained to perform specialized work in a safe fashion, be able to recognize unsafe or potential hazards and understand and implement the proper corrective measures. They are further required to comply with our Safety and Accident Prevention Program, attend weekly Tool Box Talks and

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

safety meetings and report safety issues to the Superintendent. As required by Workers Compensation and OSHA requirements, an accident/incident investigation will be completed for accidents requiring more than minor first aid and will be reported within 24 hours. WTI keeps required OSHA records up-to-date and on file.

Subcontractors, suppliers and employees working with WTI are required to abide by our safety rules and policies. Failure to follow any part of the safety rules or policies will be considered a breach of contract terms. Additionally, subcontractors are required to provide a site-specific Safety Plan as part of their contractual agreement with WTI. Our Superintendent monitors safety regulations to meet those outlined in OSHA 1910 and 1926 standards as well as WTI's Safety Plan. The Superintendent will have the authority to suspend work and take personnel actions as needed. At a minimum, subcontractors are required to perform the actions below.

- Conduct daily safety inspections of assigned areas
- Identify and correct hazards
- Provide employees with required personal protective equipment (PPE)
- Confirm employees have received the proper training for assigned tasks
- Coordinate with WTI's Superintendent on safety-related issues
- Maintain required insurance coverage
- Establish and maintain an effective Safety and Health Program
- Establish and maintain an effective Housekeeping Program

Proper safety training, positive practices and immediate corrective action are also critical to the performance of our subcontractors. Subcontractor employees must be trained to perform specialized work in a safe fashion, possess the ability to recognize an unsafe condition or potential hazard and know which corrective measures are proper and necessary. These on-site personnel are required to comply with WTI's Safety Plan, attend weekly safety meetings and report safety issues to the Superintendent.

Prior to reporting to an on-site work assignment, workers are required to attend a Site-Specific Safety Orientation (SSSO). The SSSO addresses delivery-order safety requirements and procedures contained in the Site Safety Accident Prevention Program (SSAPP). Project site workers will receive an SSAPP Guide during the orientation summarizing delivery-order safety requirements and procedures. Workers will be tested on delivery-order safety requirements and procedures as part of the orientation process. They will be required to attend additional safety training to conduct their work in a safe manner. The subjects of the SSSO include corporate safety policy, pertinent provisions of OSHA, safe work practices, zero tolerance safety items, employee responsibility for accident reporting, emergency response procedures, reporting unsafe conditions or practices and plans, programs and procedures specific to this delivery order.

OSHA COMPLIANCE

Tremco and WTI ensures that our Safety Plan, processes and procedures comply with applicable OSHA general and construction industry standards and regulations, including, but not limited to, the following areas:

- Fire protection and prevention
- PPE and lifesaving equipment
- Material handling, storage, use and disposal
- Hand/power tools, welding and cutting
- Electrical
- Scaffolds
- Toxic and hazardous substances
- Overhead protection
- Stairways and ladders
- Fall protection and safety monitoring systems
- Cranes, hoists, elevators and conveyors
- Motor vehicles and mechanized equipment
- Excavations
- Signs, signals and barricades
- Environmental hazards

Under the direction of OSHA and other federal regulations, WTI publishes and maintains the Safety Plan in accordance with OSHA 1926 for use by all WTI personnel and subcontractors.

WTI's safety and accident reporting standards outlined in the Safety Plan also comply with OSHA 1926 requirements. An accident/incident investigation will be completed for all accidents requiring more than minor first aid and will be reported within 24 hours, as mandated by Workers Compensation and OSHA requirements. WTI keeps all required OSHA records up-to-date and on file.

ENVIRONMENTAL COMPLIANCE

Employees and subcontractors will be trained on the handling and application of hazardous materials and chemicals, including the disturbance or dismantling of structures containing hazardous materials in compliance with 29 CFR 1910 and 1926. We comply with requirements for disposal, removal or demolition of asbestos materials or buildings within the requirement of 40 CFR, Part 61, Subpart A. We comply with the OSHA standard regarding first-aid treatment and location communication with employees and subcontractors. Performance is under the regulations of our Safety Plan and in compliance with applicable federal, state and municipal safety and health requirements.

Each employee/subcontractor also receives information and training on WTI's Hazard Communication Program prior to starting work on site. Safety Data Sheets (SDS) will be available on the jobsite for review by employees/subcontractors and are reviewed as needed and at weekly safety meetings. Method(s) of protection, symptoms from over-exposure and first-aid measures are topics typically discussed.

DRUG TESTING

WTI maintains a drug-free workplace policy. The possession or consumption of drugs, alcohol or any controlled substance is a violation of this policy. Violators are subject to disciplinary action up to and including termination. As a condition of employment, employees are required to consent to and pass a pre-hire drug test. Additionally, employees are subject to re-hire, monthly random, reasonable cause, post-accident, return to duty and follow up drug testing at the company's discretion.

TREND ANALYSIS

WTI's Safety Policy Manual requires: "All events or conditions that may create a safety risk, incidents, accidents, injuries or illnesses on a company jobsite must be reported to a Superintendent, Supervisor or Lead Field Technical Representative immediately."



To improve visibility and accountability of this requirement, WTI maintains a log of the notification time associated with each event to track the notification time to the Director of Safety and corporate management (the requirement is notification within one hour), and to track that escalated communication occurs within 24 hours when necessary. WTI believes that immediate communication of a jobsite event is critical for safety and well-being and provides support for each of the elements below.

- Immediate action to attend to the needs of the project team members or subcontractors
- An understanding of the event
- The severity of the event
- Efficient and effective communications to interested parties
- Resource planning for incident investigation and corrective actions for preventative measures

By focusing on the notification trends and means of prevention, potential reoccurrence of safety violations can be minimized before they result in serious injury or a fatality. If a given safety violation becomes a trend with a subcontractor, WTI will meet with the subcontractor in question for further evaluation and identification of potential solutions or procedures to eliminate future violation. If violations continue, WTI will take immediate action to replace the subcontractor as part of our continual focus on safety.

NONCOMPLIANCE CORRECTIVE ACTION

The Superintendent will monitor jobsite and subcontractor performance inspections. Appropriate personnel will inspect project areas in accordance with OSHA guidelines on site-specific inspections.

If an employee or subcontractor commits an unsafe act, intentional or not, the Superintendent, or anyone witnessing the act, is responsible to address the matter verbally. The escalation of any safety incident is determined and documented on a case-by-case basis. WTI’s disciplinary and non-compliance corrective action policy is contained in the Safety Policy Manual and serves to communicate expected activities and behaviors related to safe work practices and the consequences for failure to follow these activities and practices. This policy is consistent with WTI’s US Employee Policy Handbook and other WTI provided safety instruction and training materials.

WTI is dedicated to the safety of our employees/subcontractors. We have established procedures that employees/subcontractors are required to follow to include written and verbal health and safety requirements when performing work activities.

One of the prime methods of reviewing compliance and teamwork within the Safety Plan is the encouragement of open communications both up and down the management/employee chain. The most basic communication procedure involves verbal communication on an informal basis. Other forms of positive communication are established in a more formal manner through Tool Box Talks, Safety Alerts, Committee Meetings and safety suggestions. WTI’s performance improvement program addresses situations when known safety practices have been violated.

INTERACTION OF SAFETY OFFICER WITH CLIENT MEMBER’S STAFF

WTI’s proposed organization for the Roofing Products, Services and JOC Services contract features a Superintendent who will serve as the POC for on-site activity including implementation and enforcement of the Safety Plan. Weekly progress meetings will be held and attended by the Superintendent, key subcontractors and participating agencies. These progress meetings will focus on safety, project status, QC, construction schedule, coordination issues and changes.

In addition to weekly progress meetings, our Superintendent will meet with participating agencies and facility occupants on a weekly basis throughout delivery-order performance to coordinate upcoming construction tasks and schedule around critical operations. The Superintendent will communicate directly with each participating agency to evaluate job hazards and proactively protect building occupants from ongoing construction operations. While the assigned Superintendent will be the primary POC for interfacing with participating agency staff, our personnel understand that they are responsible for performing safe work practices. **Table 4-1** illustrates the personnel responsible for overseeing safety throughout the Roofing Products, Services and JOC Services contract.

Table 4-1. WTI’s personnel responsible for overseeing delivery-order safety.

Key Positions	Safety Duties and Responsibilities
Vice President of WTI	<ul style="list-style-type: none"> ▪ Supports and enforces Safety Plan ▪ Allocates resources and funds to maintain and enforce safety policies company-wide, including resolving deficiencies and implementing disciplinary actions ▪ Monitors disciplinary and corrective safety actions so they are not repeated
Director of Safety and Director of Construction Operations	<ul style="list-style-type: none"> ▪ Monitors overall contract compliance and responsiveness to participating agencies ▪ Communicates with Construction Managers, Superintendents and corporate management on safety issues, including necessary corrective actions ▪ Supports Superintendents in providing on-going safety training and on-site education ▪ Implements timely corrective actions for non-compliant work
Construction Manager	<ul style="list-style-type: none"> ▪ Oversees safe performance of delivery orders at multiple, simultaneous locations ▪ Implements WTI and participating agency safety procedures by subcontractors at the site level ▪ Supports the Superintendent in providing on-going safety training and on-site education

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

Key Positions	Safety Duties and Responsibilities
	<ul style="list-style-type: none"> ▪ Communicates with the Superintendent on safety violations or potential hazards, including necessary corrective actions ▪ Investigates incidents, injuries and illnesses to discover accident cause ▪ Manages contractor qualification process to confirm personnel are qualified to safely perform work
Superintendent	<ul style="list-style-type: none"> ▪ Oversees safety- and accident-prevention policies on site ▪ Enforces overall health and safety of on-site personnel ▪ Reports violations to WTI management ▪ Oversees safety- and accident-prevention training and safety implementation to on-site personnel ▪ Manages subcontractors conduct and document <ul style="list-style-type: none"> ▪ Daily on-site safety inspections and hazard inspections ▪ Weekly on-site safety meetings and Tool Box Talks ▪ New employee safety orientation ▪ Participates in investigation of incidents, injuries and illnesses to discover accident cause ▪ Monitors over delivery-order site safety ▪ Independently reports to Corporate Sales Advisor and Director of Contracting Services ▪ Monitors proper use of PPE and other safety resources ▪ Primary POC for TCPN site contact on matters of delivery-order safety
Subcontractor	<ul style="list-style-type: none"> ▪ Complies with company's safety policies and procedures ▪ Attends mandatory weekly safety meetings

MANAGEMENT OF SAFETY AND ENVIRONMENTAL ISSUES WHILE WORKING IN OCCUPIED AREAS

Whenever work occurs in an occupied building with 24/7 operations, WTI coordinates closely with facility personnel to accommodate facility activities and occupant safety. If work occurs in an area used by facility occupants, we first seek to relocate the occupants to another area of the building. If relocation of facility occupants is not possible, we carefully work around personnel to minimize adverse impact. This process may include utilizing alternate work schedules including night and weekend shifts when we can minimize the number of personnel and operations affected.

We also perform construction in a phased approach with containment barriers to minimize disruptions to on-going operations while completing our scope of work within budget and schedule constraints. Throughout delivery-order execution, we continue to coordinate with participating agencies to provide progress reports and identify opportunities to work that may minimize interruptions. Job- specific dust-control measures to prevent airborne contaminants through the use of airtight barriers and high-efficiency particulate air (HEPA) vacuums are employed as necessary.

Quality Assurance (QA)/Quality Control (QC) Program

WTI will implement a comprehensive QA/QC Program consistent with Roofing Products, Services and JOC Services contract requirements. Our proposed QA/QC Program is successfully being utilized on 65 IDIQ-type contracts. A summary of specific elements of our QC/QC Program are provided below.

DAY-TO-DAY SURVEILLANCE OF WORK

WTI's Superintendent will continually inspect ongoing delivery-order work by implementing the three phases of inspection—preparatory, initial and follow-up—for each definable feature of work so deficiencies are not overlooked and performance is in compliance with the contract and our self-imposed quality standards. The Superintendent, empowered by the Director of Contracting Services of WTI, will have responsibility for reviewing compliance with delivery-order drawings and specifications. In general, re-work or changes that alter existing engineering drawings or specifications are required to be authorized in advance of performance by the Superintendent and the participating agency. Construction work, including work performed by subcontractors, will be recorded on the QC Report as required.

Preparatory

The preparatory phase of inspection will begin with a meeting conducted by the Superintendent and attended by the Construction Manager assigned and critical subcontractors, at a minimum. The preparatory phase will be performed for each definable feature of work. The meeting will facilitate review of critical contract requirements, plans and applicable specifications. Elements of the preparatory phase are listed below.

- Certification that materials and/or equipment are on-site, as submitted and approved, for the definable feature of work
- Evaluation of required testing procedures
- Review of contract drawings
- Review of applicable specifications, reference codes and standards
- Assessment of hazards that may be encountered
- Review of inspection procedures for compliance
- Examination of work areas
- Discussion of initial control phase
- Inspection of required materials
- Review of proper sequencing of work
- Discussion of workmanship and quality standards
- Review of policies and procedures for controlling quality performance
- Analysis of deficiency trends as related to the definable feature of work
- Identification of potential safety hazards
- Review safety requirements and compliance with identified activity hazards
- Verification of participating agencies' approval on work to be performed

The preparatory phase will be repeated upon identification of unacceptable workmanship standards. This phase will also be repeated for each new on-site work crew. The results of the preparatory phase will be recorded by the Superintendent in the QC Report. Participating agencies will be notified at least 72 hours in advance of beginning the preparatory control phase.

Initial

The initial phase of inspection will be performed within 48 hours after beginning a definable feature of work and will include the actions listed below.

- Inspection of preliminary work for contract compliance
- Review of preparatory meeting minutes (if work is substandard or not meeting contract requirements)
- Verification of compliance of new work with contract documents
- Verification that inspection and testing procedures are compliant
- Verification of material compliance
- Verification that required workmanship standards are met or exceeded
- Reconciliation of any differences in interpretation with participating agencies
- Review of safety requirements and compliance with identified activity hazards

The initial phase will be repeated upon identification of unacceptable workmanship standards. This phase will also be repeated for each new on-site work crew. The results of the initial phase will be recorded by the Superintendent in the QC Report. participating agencies will be notified at least 24 hours in advance of the beginning of the initial control phase.

Follow-up

The Superintendent will perform daily observations of work progress in the follow-up inspection phase to review contract compliance, workmanship and testing control. Inspection results will be recorded on the QC Report and will include identification of deficiencies, as necessary. Work not in compliance with contract specifications or quality standards will require corrective action to bring the work into conformance. Deficiencies are corrected prior to beginning the next definable feature of work.

Workmanship

In addition to our three-phase inspection approach, any items concealed by follow-on operations will be inspected by the Superintendent. The Superintendent will verify, by signature, that items installed are in accordance with the delivery order drawings and specifications prior to the placement of concrete or other encapsulating materials. Any corrective action required will be recorded.

DOCUMENTATION OF DEFICIENCIES AND CORRECTIVE ACTION

Upon identification of non-compliant work, the Superintendent takes corrective action to resolve the issue before it becomes a problem and affects the outcome of the delivery order. The non-compliant work is recorded on the QC Report and is transmitted to participating agencies on a weekly basis. Each discrepancy is assigned a number and includes a description of the discrepancy as well as required corrective action by the Superintendent. Once the deficiency is corrected, further documentation is recorded on the QC Report to demonstrate resolution. When material, equipment or workmanship does not conform to contract requirements, the Superintendent also initiates a Discrepancy Report and furnishes copies to the Construction Manager and Director of Contracting Services for quick resolution. In the rare event that the Superintendent cannot resolve the matter, the situation is elevated to the Construction Manager and finally, the Director of Contracting Services for timely resolution.

Upon reviewing the Discrepancy Report, the Superintendent, Construction Manager and Director of Contracting Services will evaluate rejected items and document them as re-work items, if possible. However, if in their opinion the item(s) cannot be re-worked either from a practical and/or economical standpoint, the item(s) will be removed and an entry made on the Discrepancy Report concluded to that effect.

Upon completion of re-work on item(s) specified, the Superintendent will be notified and will re-inspect the item(s) to the original requirement plus the re-work information on the Discrepancy Report. If it is found acceptable, the Discrepancy Report will be so noted. From this point on, the item(s) will be handled in the normal fashion. However, if

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the item(s) is still not acceptable due to poor workmanship, arising from the re-work, we will treat this item(s) as a first-time rejection and this will be re-submitted for inspection only after additional re-work.

The Discrepancy Report will be periodically reviewed by project management, along with the Superintendent to formulate a plan of disposition for each uncorrected discrepancy. They will establish time tables for final resolution of discrepancies. The Superintendent is responsible for reviewing that deficiencies are corrected in compliance with contract requirements.

Additional QA/QC Reporting

The Superintendent maintains current records of QC activities and tests. These include factual evidence that the required control phases and tests have been performed, including the number and results, nature of defects, causes for rejection, proposed remedial action and corrective actions taken. Our records cover conforming and defective features of work of in-house crews, subcontractors and suppliers and include a statement that supplies and materials incorporated are in full compliance with the terms of the contract. QC documentation also includes the items listed below.



- Contractor/subcontractor and their area of responsibility
- Operating plant/equipment
- Work performed each day
- Test and control activities performed
- Job-safety evaluations
- Off-site surveillance activities
- Submittal and deliverable reviews
- Material received and equipment usage
- Instructions given and received
- Contractor’s verification statement

Records indicate subcontractor performance, the number of personnel on-site, weather conditions and delays encountered. An original and one copy of these records on an appropriate form are furnished to participating agencies upon request. The Superintendent is responsible for preparing, signing and dating the form for transmittal to participating agencies. The Superintendent will provide proper documentation to participating agencies on approved or equal forms.

The QC Report is used by the Superintendent to report daily QC activities of the prime contractor and subcontractors. This form is submitted to participating agencies weekly. The QC Report and attachments are submitted in duplicate on the first working day following the day covered by the report. Copies of inspection and test reports including data and calculation sheets are submitted with the QC Report, if applicable. The Superintendent’s reports contain notations specifically defining the phase of control on each day’s activities and note compliance or non-compliance with previous phases, when applicable.

Additional documentation used by the Superintendent includes trip reports, materials certification and drawing and document control. This list is not all-inclusive and may be revised and updated as conditions require. Records will be available for review by participating agencies.

SUBCONTRACTOR COMPLIANCE ISSUES

WTI’s Superintendent monitors work in progress on a daily basis for quality performance. Through daily delivery order QC surveillance, the Superintendent is able to detect construction deficiencies before they negatively impact the delivery-order schedule or budget. WTI takes a straightforward approach to dealing with quality issues. Because our Superintendent operates in tandem with delivery-order management, quality issues are quickly identified and corrected, resulting in a successful delivery order starting with each definable feature of work. Although we continually emphasize QC policies and procedures and strive to prevent deficiencies before they are identified, we understand that this is not always the case.

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WTI's Superintendent is responsible for the surveillance of QC operations which includes monitoring employee and subcontractor activities on a daily basis. WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Surveillance of subcontractor operations is the responsibility of the Superintendent. Subcontracted work will be inspected and documented for compliance with contractual requirements as well as WTI quality standards. In the event quality falls below acceptable levels of performance, the Superintendent will take immediate corrective action to bring up the level of quality performance to meet contract requirements.

Additionally, any discrepancies identified by the Superintendent will be recorded and transmitted to the specific subcontractor. The Superintendent has authority to act directly with subcontractor representatives on routine QC matters. If the discrepancy will be covered by proceeding operations, a resolution will be made prior to the item being covered. Major discrepancies will be addressed daily and recorded on the QC Report. Upon correction of any major discrepancy, the data corrected will be noted and documented by the Superintendent. If the work continues in the same manner, the subcontractor will be replaced.

TREND ANALYSIS

During regular delivery-order meetings, the Superintendent will identify trends of noncompliance for review and acknowledgement by delivery order team members, including subcontractors and suppliers. By focusing on trends and means of prevention, reoccurrence of deficiencies can be minimized before they affect schedule and cost aspects of the delivery order. If any subcontractor develops patterns of non-compliant work, WTI's management will meet with the subcontractor in question for further evaluation and identification of potential solutions or procedures to eliminate future deficiencies.

INSPECTOR INTERFACE AND WORK WITH BOTH THE SUBCONTRACTORS AND CLIENT MEMBER'S STAFF

WTI understands that open and honest communication is the backbone of an effective QC Plan. Our dedicated Superintendent conducts various meetings to facilitate communication throughout the delivery-order team to include subcontractors and participating agencies. At a minimum, the following meetings will be scheduled to communicate delivery-order requirements, workmanship and safety standards:

- **QC Plan Acceptance Meeting** – The purpose of this meeting is to discuss our policies and procedures for quality throughout phases of performance—inception to completion. In addition, the responsibilities and authorities of our dedicated Superintendent will be defined and presented to establish a clear and open line of communication regarding quality issues. Details discussed during this meeting will be integrated into our comprehensive QC Plan and provided to participating agencies.
- **Preparatory Inspection Phase Meeting** – Prior to beginning work on each definable feature of work, this meeting will review required preparatory items. During this meeting, quality expectations will be defined and reviewed by the delivery-order team for compliance with contract requirements. Specific safety concerns related to the definable feature of work will also be addressed in an effort to prevent incidents. This will include the identification of hazards that may be encountered on a specific jobsite.
- **Initial Inspection Phase Meeting** – This meeting will take place at the beginning of a definable feature of work and include initial phase agenda items.

Participating agencies will be notified in advance of preparatory and initial inspection phase meetings. Attendees will include the Superintendent as well as critical subcontractors. Meeting minutes will be prepared by the Superintendent and provided to participating agencies with the QC Report.

Subcontracting Plan and/or Explanation of Applicable Affiliate Relationships

SUBCONTRACTING PROCEDURES

Identification

Through the implementation of outreach efforts, WTI has identified more than 1,200 experienced and qualified subcontractors nationwide. Our outreach efforts to identify potential subcontractors include the activities summarized below.

- Conducting national regional and local outreach events to allow local contractors/vendors to become familiar with WTI and our potential procurement opportunities
- Attending government and professional associations' national and regional conferences to meet with potential new subcontractors and teaming members
- Participating in business-to-business (B2B) Matchmaking Events, National Minority Supplier Development Council, Inc. (National Minority Supplier Development Council, Inc. (NMSDC) Source lists, System for Award Management (SAM), National Veterans Small Business Engagement (NVSBE), Annual matchmaking and sponsorship, US Women's Chamber of Commerce (USWCC) conferences and outreach and Bi-Monthly Webinars for small businesses
- Pursuing opportunities with the SBA, Minority Business Development Agency, Center for Veterans Enterprise and advertises in the Veterans Business Journal.
- Engaging small business contractors through our S.M.A.R.T. program (detailed on the following page) and with our home website www.tremcoroofing.com. Tremco is a founding member of NRCA's newly established National Women in Roofing (NWIR).

WTI brings TCPN value-added benefits through:

- A comprehensive Subcontracting Plan with procedures for managing multiple subcontractors simultaneously
- A pre-qualified subcontractor database with more than 1,200 firms nationwide covering various disciplines
- Clearly defined criteria for subcontractor selection
- Quick and accurate approach to subcontractor payments
- Plan for completing work for non-responsive subcontractors

Specific outreach activities are planned and designed to attract as many local small business subcontractors as possible including and specifically, veteran-owned, HUBZone, WBE and MBE firms. Because we utilize only pre-qualified and reputable subcontractors, we have had excellent results in working with these independent subcontractors to perform warranty work. WTI clearly demonstrates an unwavering commitment to the entire current and fast-growing list of future small business subcontractors.

Furthermore, as part of our valued added Contractor Network Delivery Model, detailed in *Tab 7 – Value Add*, WTI offers participating agencies a network of highly qualified, local and regional contractors, many of which are small business subcontractors, to perform the roofing and JOC services under this contract. With WTI overseeing performance and offering warranties to guarantee performance, participating agencies can enjoy direct access to local, best-in-class contractors while continuing to support small and local businesses. The terms and conditions that WTI agrees to under this RFP flow down to the contractors providing roofing products, services and JOC services under the Contractor Network Delivery Model.

Conclusively, WTI is committed to making a good faith effort for project management and judicious treatment of subcontractors. As such, we will make every attempt—both formally and informally—to establish and maintain an ongoing dialogue with these key contributors. Our intent is to build strong working relationships, which are invaluable when a particular project requires a special, accelerated time frame or an extraordinary level of teamwork to meet a performance objective. In short, WTI works with subcontractors to foster greater project collaboration and keep our commitment to outstanding performance-driven services to customers.

There's never been a better time for small business contractors interested in growing their business to work with Tremco Roofing and Building Maintenance. With almost 90 years of industry experience, we do more than understand contractor challenges. We share your goals of profitably meeting the needs of building owners with quality roofing solutions that can depend on at a price that's competitive for a long-term return on investment.

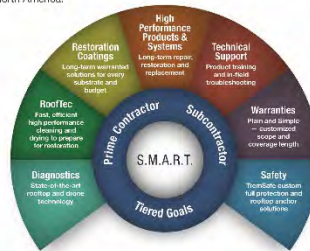
Total solutions for competitive advantage.

The Tremco S.M.A.R.T. (Special Market Access with Roofing Technologies) Program for Small Business Contractors represents our commitment to creating opportunities for small businesses and meeting the specific procurement requirements of the building owners we both serve. This collaborative approach brings you customers that had once seemed unapproachable. And together we can deliver the best roofing systems and services in the industry.

Speed, efficiency, quality and ease of access are the hallmarks of our program. Our suite of solutions is designed to help you win more business and finish it faster. Together they add up to more business, higher profits and satisfied customers.

Building Owners Have Roofing Problems Good thing we've got them covered.

Tremco Roofing is proud to include our S.M.A.R.T. Program Small Business Contractors in our comprehensive suite of solutions to building owners across North America.



To learn more about the Tremco S.M.A.R.T. Program for Small Business Contractors, call 800.852.6013, or visit us at www.tremcoroofing.com/contact where you can send us an email.

3735 Green Road
Aurora, IL 60013
1.800.852.6013
www.tremcoroofing.com



TREMCO
SMART
Small Business Contractors

Win more,
earn more
and grow
faster.



Tremco S.M.A.R.T. Program small business contractors gain exposure to both public market and commercial customers who need to meet small business economic development goals in certification categories, including: SDVOSB, Veteran-owned, Minority-owned, Woman-owned, MBE, WBE, HubZone, and 8(a). The program is designed to give you a clear pathway to profitable, sustainable growth:

- As a **Prime Contractor** or **Subcontractor** on federal or state government projects that must include specific certifications or performance percentages.
 - As a **Tier 1** or **Tier 2 Contractor** for commercial customers who want to meet tier goals by working with small businesses.
- By working together, you benefit from the Tremco Roofing products, services and support that will help you win more projects, earn more money and grow your business faster.



Get Growing with Tremco

The solutions you need.

We know you have options when it comes to the materials and services you provide your customers. Which is why we keep enhancing our total capabilities so there's a Tremco solution to match every environment and every substrate.



From state-of-the-art diagnostics, the one FAA approved drone SkyBEAM, to sustainable, high performing restoration systems, local technical support and the industry's best warranties, Tremco Roofing takes a holistic approach to problem-solving.

Our goal is to provide you with everything you need to profitably grow and meet your own business objectives. Your customers depend upon you to solve their problems. You can depend upon Tremco Roofing to provide the systems and services you need, when you need them.



Training for Pros.

Contractors have turned to Tremco Roofing for technical training for decades, and now we also offer business management seminars designed to help you continue to thrive in today's competitive roofing environment.

Business Management Seminars
S.M.A.R.T. Program owners and managers are invited to attend Tremco's unique seminars on today's biggest industry challenges and opportunities. Because our field sales team works directly with some of the largest building owners across North America, we understand what owners need and create solutions to match. Industry trends, estimating, and best practices are on the curriculum, with a focus on decision-making for profitable growth.

Technical Solutions
New and improved materials, labor efficiencies, and proper installation techniques are among the topics presented by product experts both at Tremco's training center in Northeast Ohio and on the road. Hands-on demonstrations allow you to see for yourselves how professional installation can ensure both product performance and labor efficiency.



Collaborative selling opens doors.

In the same way that working harder and working smarter can be vastly different, being a S.M.A.R.T. contractor can open doors to a multitude of opportunities that have historically been difficult to secure on your own. Our collaborative selling approach gives you:

- Exposure to Tremco Roofing's long-standing and extensive customer base
 - Access to our full suite of innovative products, which allow you to offer customers solutions to virtually any roofing scenario
 - All the support you need, including joint sales calls and lead sharing
 - Collaboration and support that continues throughout the sales and project processes
- The hallmark of our collaborative selling approach is working side-by-side to improve productivity, provide superior solutions for our customers and grow your business faster.

Relationships speak for themselves.

"Every company has products, but customers want to know who you are and how you provide them with solutions. Tremco Roofing helped us become a solutions based company."

Kerney O'Neill
CEO, O'Neill Construction

"The S.M.A.R.T. program is a simple, efficient way to connect great contractors with loyal customers and help them to meet their small business development goals."

Kristin Gilbert
Field Advisor, Tremco Roofing and Building Maintenance

"Our telemarketers set the appointments, then our sales team makes the calls with the local reps. By partnering with Tremco we have been able to increase our marketing

capabilities."

Alan Abrahamson
VP, Mechanical Insulation Contractors, Inc.



Why be a S.M.A.R.T. Program Small Business Contractor

If your goal is to win more business with customers who need to meet small business procurement requirements, we encourage you to learn more about the Tremco Roofing S.M.A.R.T. Program for Small Business Contractors. We're looking to work with contractors who not only hold certifications, such as:

- SDVOSB, Veteran-owned, SDB, EDWOSB, MBE, WBE, HubZone, and 8(a), but who deliver top-notch quality and workmanship. We can help you navigate the certifications and requirements demanded by specialized procurement methods including:
- How can you best leverage your certifications?
- Do you have all the certifications for which you're eligible?
- Are you aware of commercial opportunities for meeting commercial "tiered goals" or are you using Cooperative Purchasing Vehicles and Government Purchasing Organizations (GPOs) to deliver the Tremco Roofing solution?

To learn more, call 800.852.6013 or visit www.tremcoroofing.com/markets-serve/small-and-minority-business-program.

Selection

We consistently seek out small businesses to perform on our projects. WTI’s criteria for selection of subcontractors is based on standards established by the NRCA. NRCA suggests that the contractor you work with be a professional roofing contractor which meets or exceeds certain qualifications. Tremco has developed a Certified Contractor Program to exceed NRCA-suggested requirements as outlined in **Table 4-2**.

WTI recognizes the value that quality subcontractors bring to delivery orders and has worked diligently to improve our subcontractor base.

Table 4-2. Comparison of NRCA and Tremco subcontractor requirements.

NRCA Requirement	Tremco Requirement
▪ A Permanent Place of Business	▪ Minimum of five years of experience in the roofing industry under the same name
▪ Knowledge of Roofing Systems	▪ Tremco-provided training for Tremco-specified roofing systems
▪ Insured and Committed to Safety	▪ Current insurance certificates on file with Tremco before material will be shipped
▪ Licensed and Bonded	▪ Bonding capabilities with a B+ (or better) rating with Best
▪ Financial Stability	▪ Not filed Chapter seven bankruptcy within the past 10 years and will adhere to Tremco's standard credit policies
▪ Application Expertise	▪ Five product supply references
▪ Warranty	▪ A minimum two-year warranty on workmanship
▪ Completed Projects	▪ Five completed jobs and customer references (three jobs at least three years old)
▪ Provisions for On-Site Supervision	▪ Agree to fund specified number of days per week of Tremco Technical Service Days during construction
▪ Professional Maintenance Program	▪ Interested contractors can participate in Tremco’s TremCare® program to supply maintenance to our customers

Tremco’s subcontractors must meet the above criteria and have successfully completed Tremco roofing system projects. They must also participate in on-going Tremco training. WTI hosts training at our training facility in Medina, OH where we bring contractors in for a three-day extensive training workshop covering topics such as product knowledge seminars, product application demonstrations and hands-on roof system assembly. The workshop includes not only classroom-type education sessions but also first-hand participation in new technology product demonstrations. In addition, WTI has hired 14 Contractor Support Specialists (CSS) in North America. These individuals are qualified to conduct all types of contractor training at contractor locations.

Final subcontractor selection for a specific project is based on a best value evaluation considering the following areas:

- Past performance/experience in work scope
- Availability of manpower and resources to meet project schedule
- Schedule commitment on existing projects
- Location of subcontractor in relation to project site
- Rapid response/emergency response capabilities
- Current Data Universal Numbering System (DUNS) number and Commercial And Government Entity (CAGE) code
- Ability to provide appropriate insurance and bonding
- Cost/price

Once bids are received, a bid analysis is performed and includes a base bid cost, alternative costs (if necessary), unit price quotas and technical considerations. A WTI Sales Representative and Construction Manager will present the Bid Analysis and recommendation for a roofing subcontractor. WTI finalizes the contract with the roofing subcontractor, reviewing that the subcontractor is appropriately licensed and has met insurance requirements.

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

The Construction Manager or Superintendent holds a pre-construction meeting. Attendees include the awarded roofing subcontractor, a WTI sales representative, and a representative of the participating agency. At the pre-construction meeting, the agenda is outlined on the Pre-Construction Meeting Checklist including the schedule (start and completion dates), project strategy/plan of attack, a job walk and a discussion of roles and responsibilities of involved parties.

Management

With experience in the performance of thousands of simultaneous projects at geographically dispersed locations nationwide, WTI understands the importance of an established Subcontracting Plan. Our operational policies and procedures are structured to manage and coordinate multiple subcontractors on multiple projects at various locations, simultaneously throughout warranty periods with empowered management and site personnel.

Surveillance and Performance: WTI mandates that work performed by subcontractors is held to the same standards as self-performed tasks. Subcontractor work is monitored for progress, quality and safety. WTI's Superintendent manages subcontractor progress for adherence to the subcontract agreement and the QC Plan. In this role, the Superintendent is monitoring each subcontractor's workload and resources against the upcoming schedule of work they are contracted to perform. The Superintendent also coordinates with the Construction Manager so that the delivery order is being constructed according to subcontract agreements and delivery-order specifications. The Superintendent conducts Weekly Status Meetings with each subcontractor's Project Manager or Foreman to review **schedule, quality, safety, cleanliness, on-site professionalism, critical issues and communication**. Our commitment to quick and accurate subcontractor payments benefits the subcontractors and participating agencies with improved timeliness and quality.

If discrepancies are identified by the Superintendent, they are recorded and transmitted to the specific subcontractor. The Superintendent has authority to act directly with subcontractor representatives on routine QC matters. If the discrepancy is covered by proceeding operations, a resolution is made prior to the item being covered. Major discrepancies and required corrective actions are addressed daily and recorded on the Daily Inspection Report. Upon correction of any major discrepancy, the data corrected is noted and documented by the Superintendent. If a subcontractor shows patterns of non-compliant work, WTI's management personnel documents the poor performance of the subcontractor and meets with the subcontractor for further training, evaluation and identification of potential solutions to eliminate future problems. If the work continues in the same manner, the subcontractor is replaced with either another qualified subcontractor or by in-house field laborers.

Upon delivery-order completion and resolution of punch list items, the Superintendent schedules the Final Inspection. The roofing subcontractor is required to attend this meeting. During the final inspection, attending parties inspect the roof. Upon completion of final inspection and sign-off of acceptance, the roof warranty is issued to the owner.

Scheduling: Once the Construction Manager and Superintendent determine the tasks that will be self performed and subcontracted, they identify fast-track and long-lead items before putting the subcontracted tasks out to bid. Our bidding process includes a schedule for each scope of work that is discussed with bidders so that any scheduling conflicts are identified during the selection process. Through our subcontractor-selection process, we select quality subcontractors capable of meeting the scheduling requirements of the delivery orders. WTI then develops a preliminary schedule and timelines based on information received from subcontractors during the bidding phase. The subcontractor's final performance period and schedule are included in a signed subcontract agreement. Prior to commencing work on a specific delivery order, the cost-loaded critical path method (CPM) is reviewed during a Pre-Construction Meeting with subcontractors to develop a mutual understanding of schedule expectations. Throughout the duration of the delivery order, the Superintendent performs Weekly Status Meetings and reviews the cost-loaded CPM with each subcontractor's Project Manager or Foreman. This weekly review minimizes potential scheduling conflicts and assists with project continuity, efficient movement of manpower and materials, scheduled inspection dates and achievement of project milestones.

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

Training: As noted above, once a subcontractor is qualified, WTI makes a variety of training programs available to assist subcontractors. This commitment to training allows WTI to have first-hand knowledge of potential subcontractors available within our specified line of work. Geographically, we participate nationwide through networking, counseling and training sessions specifically designed to familiarize potential contractors with our services.

The comprehensive training operations program that subcontractors will undergo once chosen will be held regularly throughout the contract for critical subcontractors identified to participate on TCPN receive the proper training. The comprehensive training program includes contract description and objectives, working with government agencies, operating procedures on-site documentation and reporting, QC, safety and subcontractor management.

Subcontractors Log

WTI requires completion of a Subcontractor Log as part of each delivery order. The Superintendent will maintain and update the Subcontractor Log onsite during performance of field activities to reflect the firms involved and the tasks they perform.

Subcontractor Qualification Form

WTI tasks the Construction Manager with overseeing the subcontractor-selection process. Working in conjunction with the Superintendent, the Construction Manager will utilize a best-value selection approach. Based on the scope of work for individual delivery orders, subcontractors are notified of upcoming bids. In addition to requesting cost/price proposals, the Construction Manager evaluates technical expertise and reliability including the specific items below.

- Past performance/experience in work scope
- Past performance/experience for TCPN
- Availability of manpower and resources to meet delivery-order schedule
- Schedule commitment on existing delivery orders
- Location of subcontractor in relation to delivery-order site
- Rapid-response/emergency-response capabilities
- Ability to provide appropriate insurance and bonding

Felony Conviction Notice and Child and Sex Offender Notice

Subcontractors selected to perform on individual delivery orders will be required to complete and submit a Felony Conviction Notice and Child and Sex Offender Notice for personnel. These forms will be submitted to TCPN and/or participating agencies as required by the contract.

Implementation of Safety/Environmental Plan with Subcontractors

Subcontractor work is subject to WTI's Safety/Environmental Plan for TCPN. Prior to commencing work on a specific delivery order, the Safety Plan and expectations are reviewed during a Pre-Construction Meeting with subcontractors and outlined in detailed subcontract agreements outlining a mutual understanding of safety standards and compliance with drawings and specifications. The quality of work is continually monitored by the Superintendent through weekly inspections, at a minimum. The nature of work may dictate more frequent additional inspections.

Subcontractors are also required to follow the company-wide safety/environmental program, which includes strict safety and cleanliness expectations to encourage professionalism and safety on the jobsite. WTI's Safety/Environmental Program is monitored at the site by a Superintendent. Their responsibilities include verifying that employees of subcontractors are aware of and trained in proper safety procedures, conducting weekly safety reviews and performing health and safety inspections weekly. WTI requires each of our subcontractors to maintain the same level of safety education and training as WTI employees (minimum OSHA 10-hour training).

Attracting, Utilizing and Mentoring Small and Disadvantaged Businesses

Through development and implementation of our S.M.A.R.T. program, WTI has demonstrated a commitment to creating opportunities for small and disadvantaged businesses. Our collaborative approach not only helps small

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

businesses gain exposure to public and commercial customers, but helps satisfy small business participation goals mandated by contracting entities. Our unique understanding of the marketplace coupled with our access to a large network of small businesses creates a partnership approach. The benefits of the SMART program extend beyond project opportunities to include training and mentorship through Tremco's unique seminar offering featuring both technical and business management curriculums.

Prompt Payment Plan and Progress Payments on Long-Term Delivery Orders

WTI focuses on creating and fostering relationships with subcontractors on a long-term basis. As part of our approach, we will place an emphasis on prompt subcontractor payment.

In regards to long-term delivery orders that require performance over several months, WTI will make progress payments to subcontractors based upon applications for payment submitted by the subcontractor. Subcontractors are required to submit monthly requisitions for payment for work completed during the preceding month unless the billing requirements of the participating agency contract documents require otherwise, and those requirements will supersede these provisions. WTI will issue progress payments on properly submitted requisitions relating to work performed in accordance with the contract documents on a net-30 basis from receipt, unless different terms are expressly provided in the contract documents.

The amount of each progress payment to subcontractor will be equal to:

- The percentage of completion for the work of the subcontractor on a monthly basis and in accordance with the contract
- Plus the amount allowed for materials (if any)
- Less the aggregate of previous payments to subcontractor, and less ten percent (10%) or specified retainage

Retainage will be held until the delivery order has received a final inspection and has been accepted by the participating agency. WTI will not be required to pay subcontractors more than received for our work.

Final payment, constituting the entire unpaid balance of the contract sum, will be made to subcontractors when the work has been completed to the satisfaction of WTI and the participating agency, the agreement is fully performed (including proper delivery of waivers of lien and other documentation required by the contract documents), a final certificate for payment has been issued by a participating agency for the work and WTI has received our final payment from the participating agency.

RELATIONSHIPS WITH AFFILIATES THAT MAY PERFORM UNDER THIS CONTRACT

WTI anticipates utilizing our parent company, Tremco, to provide products and materials under the Roofing Products, Services and JOC Services contract. Tremco is an industry leader in the manufacturing of roofing material, sealants and building materials. Established in 1928, Tremco offers a full suite of roofing and weatherproofing products to support roofing and waterproofing solutions regardless of the type of roof.

Work History

As an industry leader with 11 manufacturing plants and more than 2,000 employees worldwide, Tremco has a demonstrated ability to develop innovative products to meet the evolving needs of clients. WTI is a wholly-owned subsidiary of Tremco and was originally established as the Tremco Maintenance Service Corporation in May 14, 1962. Since that time, Tremco and WTI have worked cohesively to deliver the products and the services for a wide variety of clients from educational institutions and government agencies to commercial and private sectors.

Specifically, Tremco and WTI have performed hundreds of roofing scopes of work for participating agencies under nine distinct contracts for TCPN over the last 12 years. We provide unparalleled experience performing on similar roofing asset-management programs nationwide.

Beyond our vast experience performing for TCPN, examples of our work history similar to the Roofing Products, Services and JOC Services contract are provided below.

- Roofing and Related Services, E&I Cooperative, Nationwide
- Repair and Restoration of Roofing Systems Contract, Mohave Educational Cooperative, Statewide AZ
- Roofing and Building Envelope Services, AEPA, Nationwide
- Nationwide Roofing and Asset Management, US Postal Service (USPS), Nationwide
- Premier, Incorporated Hospital Cooperative IQC-type Contract, Nationwide
- Intalere, Incorporated-Group Purchasing Organization (GPO), Nationwide
- Vizient, GPO, Nationwide
- Ascension, GPO, Nationwide
- Healthtrust, GPO, Nationwide
- Roofing Maintenance, Defense Commissary Agency (DeCA), Nationwide and Worldwide
- Roofing, 88th USARC, IN, IL, NY, OH, MN, MN and WI

Credentials

With more than 90 years of building envelope experience, Tremco is North America's foremost supplier of sealant, weatherproofing and passive fire-control solutions for commercial and residential construction and industrial applications. Tremco is uniquely positioned to provide single-source products, services and solutions for the entire building envelope. All Tremco Incorporated facilities are ISO 9001: 2015. A sampling of relevant credentials, memberships and affiliations are provided below.

- Elevation Award for Roof Coatings from Durability + Design Magazine for the renovation of the 340,000-SF roof of Ford Field, home of the Detroit Lions, with AlphaGuard BIO
- NWIR – Tremco is a founding member of NRCA's newly established volunteer-based organization that provides educational and advancement opportunities for women in the roofing industry
- Center for Environmental Information in Roofing (CEIR) – WTI and Tremco are founding members of CEIR, an organization established by the NRCA dedicated to environmental and energy issues
- Contributor to 2016 Edison Award Winner – Silver for the Securock® ExoAir® 430 System
- US Army – Schofield Barracks, HI – Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- US Army – West Point, NY - Unit Commander's Coin – this is the highest unit citation that can be awarded to a civilian company
- Northern Ohio District Council of Bricklayers and Allied Crafts Certificate of Appreciation for Contributions to the Apprenticeship Contest
- Roof Consultants Institute, 18th Annual Convention, Platinum Sponsor
- WTI and Tremco Sealants/Weatherproofing Division Outstanding Exhibition Award
- Business Marketing Association Silver Tower Award in Advertising
- John T. Fosdick Award for Excellence in Advertising: Highest Reader Interest Score
- Construction Specifications Institute (CSI) 20 Years of Service
- The NC99 Award of Greater Cleveland for one of the 99 Best Places in America to Work
- Roof Political Action Committee (RoofPAC) – WTI and Tremco personnel have actively participated in several forums and seminars where we have presented white-paper lectures and additional industry-related information.
- Sponsor of Green Roofs and Walls of the World Virtual Summit
- Participation at the USGBC Greenbuild International Conference and Expo
- Receipt of Crain's Emerald Award Honoree for high-performance building renovation and commitment to sustainability
- Registered Provider with The American Institute of Architects Continuing Education Systems to deliver AIA training courses

TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

Tremco and WTI also participate in the following corporate memberships and affiliates to ensure industry standard updates and testing methods are used during diagnostics.

- Air Conditioning Contractors of America
- American Chemical Society
- AIA
- American Society for Materials and Testing Affiliation
- Associated Construction Contractors of America
- Associated General Contractors of America
- Association of Facility Engineers
- Building Owners and Managers Association
- National Institutes of Standards and Technology
- NRCA
- National Roofing Legal Resource Center
- Multiple State Contractors Associations
- Roof Coatings Manufacturers Association
- Roofing Industry Alliance for Progress (2004)

In addition to our corporate memberships and affiliations, many of our employees maintain individual memberships in the following organizations which also provide industry standard updates.

- RCI
- AIA
- American Public Works Association
- American Society for Materials and Testing
- Construction Specifications Institute
- State Roofing Contractors Associations
- McCrone Research Institute – Certification in bulk asbestos testing
- MICA
- NRCA
- Society For Painting Council

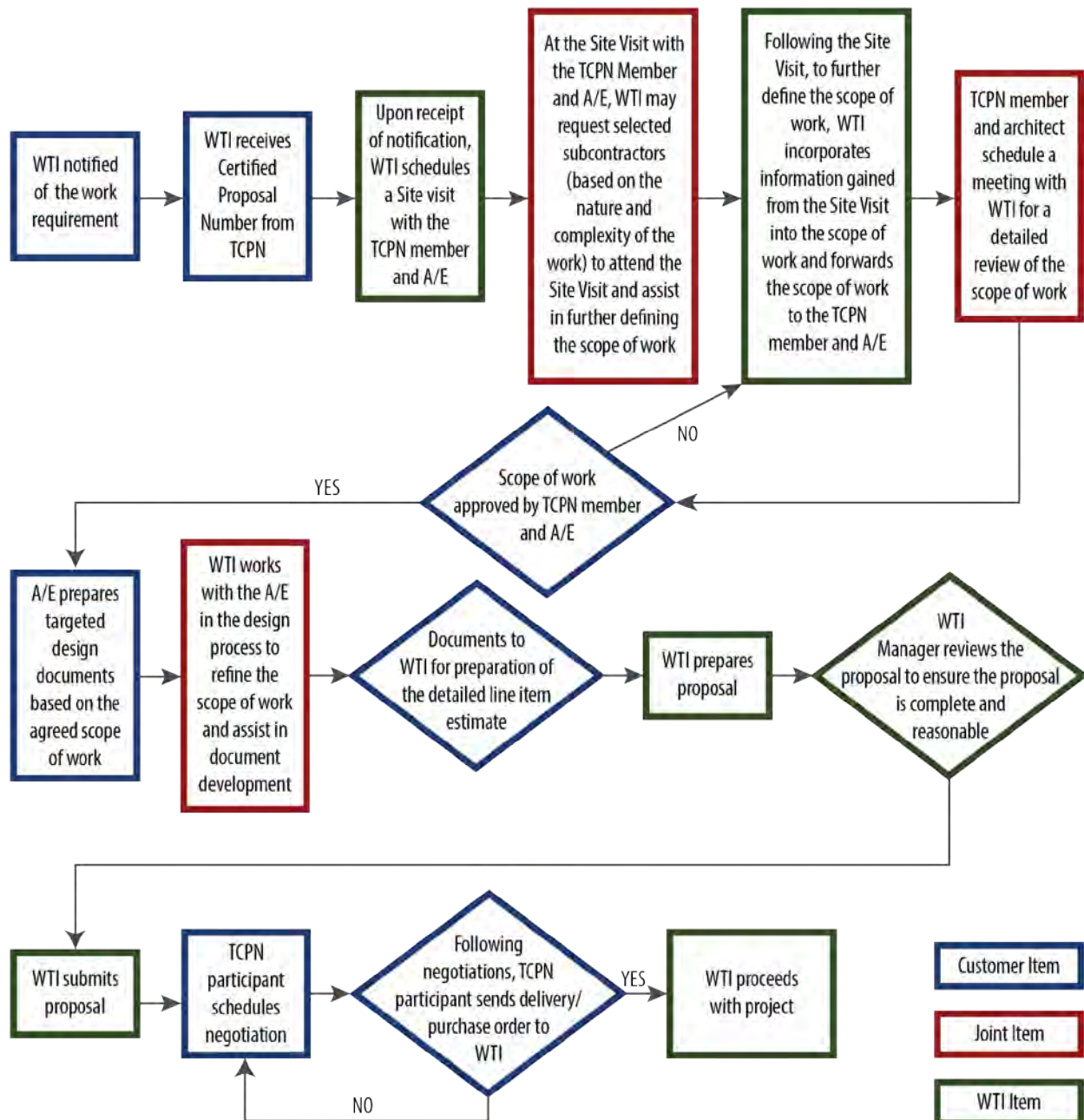
Relevancy of Memberships and Affiliations

Tremco and WTI are committed to staying at the forefront of the roofing and construction industry and participates by belonging to many professional roofing and construction organizations. Participating in these memberships helps ensure that Tremco and WTI stay abreast of industry standards, testing methods, building codes and all current issues.

PO Processes

Operating through our proposed organizational structure, the assigned Construction Manager is charged with responding to participating agency requests for roofing and related services as well as delivery-order proposals through our established delivery-order work flow process, depicted in **Figure 4-1**. This process is a critical element of our inception-to-completion approach implemented on each delivery order. Please note that the workflow process differs slightly for projects procured under our Contractor Network Delivery Model which is outlined in *Tab 7—Value Add*.

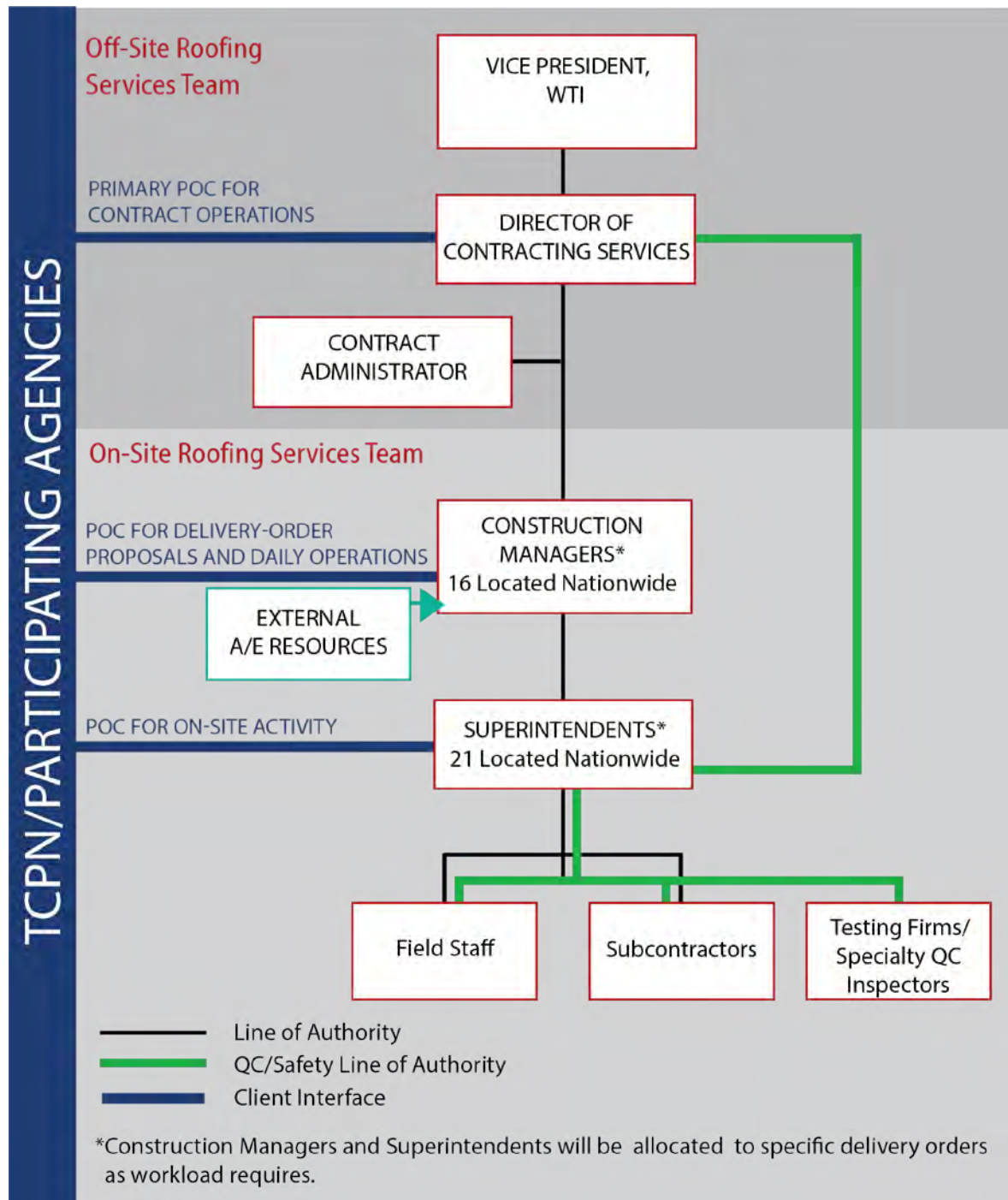
Figure 4-1. Delivery-order workflow process.



Process to Maintain Upstanding Workmanship and Service

WTI will operate through a refined organizational structure operating with proven policies and procedures for superior performance and workmanship on multiple simultaneous delivery orders under the Roofing Products, Services and JOC Services contract. Through our consistent approach we will eliminate the learning curve and capitalize on existing relationships with participating agencies. To effectively meet the needs throughout the US, our organizational structure features two distinct, yet integrated teams for appropriate emphasis is placed on both the construction and marketing aspects of the contract as shown in **Figure 4-2**.

Figure 4-2. WTI organization for performing roofing services.



TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

Our Roofing Services Team features a Director of Contracting Services who will be the primary POC for contract operations and thus, the ultimate interface with participating agencies for roofing services. In addition, we have structured our organization to facilitate interface with TCPN and participating agencies at every level. This approach implements uninterrupted communication to meet TCPN and member expectations as well as gives TCPN and member representative's access to individuals closest to the work.

Based on individual delivery-order requirements and participating agency, the Director of Contracting Services will allocate a delivery-order team from the On-Site Roofing Services Team consisting of a Construction Manager and a Superintendent to manage delivery orders from inception to completion. This includes scope development with the participating agency, preparation of a delivery-order proposal, execution of the delivery order and closeout documentation and warranties. WTI's Superintendent is also responsible for implementing and enforcing our Safety/Environmental Plan and QA/QC Plan on assigned delivery orders.

By employing a flexible organizational approach with delivery order teams assembled from a central resource pool, participating agencies and delivery orders receive equal attention regardless of the number of simultaneous delivery orders in a given region. In other words, our approach eliminates potential staffing inefficiencies that could occur if one delivery-order team was managing 10+ delivery orders in an assigned region while another delivery order team was not managing any delivery orders in their assigned region. We have operated under this structure for the past 12 years and during the performance of 65 IDIQ-type contracts, encompassing hundreds of delivery orders, to date. We guarantee participating agencies the attention they deserve and the quality they have come to expect from WTI.

Our delivery-order teams are further supported by corporate personnel to include the Vice President of Construction Operations and Director of Contracting Services to monitor overall participating agency satisfaction, quality and safety are always a priority.

Product Performance Minimum Requirements

Roofing systems and products proposed for the Roofing Products, Services and JOC Services contract meet the regulatory requirements of the International Building Code (IBC), applicable state and local codes for public buildings, including, but not limited to, Underwriters Laboratories (UL) 790, Class A, and FM Class 1-90 Fastening Standards. Products and services conform to standardized industry requirements through our ISO 9001: 2015-certified QA/QC processes. These processes are certified by Underwriters Laboratories through comprehensive system annual audits. Tremco and WTI will comply with the latest, most stringent industry-standard construction details published by the NRCA. The NRCA Roofing and Waterproofing Manual, 4th edition. Any deviations will be identified and explicitly agreed to be the participating agency.

Associated Project Support Requirements

WTI hereby agrees to the following points applicable to the Roofing Products, Services and JOC Services contract.

- Remove movable furniture in the work area and place it back in the required location upon completion
- Purchase, delivery and storage of project construction materials should not interfere with client's operations
- Damages that occur to the client's facilities or equipment must be repaired or purchase to like or better condition by the contractor at no charge
- Permits will be acquired by the contractor and invoiced at cost as part of the purchase order, unless they are provided by the participating agency

Further, WTI and our subcontractors will follow project requirements stipulated by TCPN as well as participating agencies to provide products and perform services according to established standards.

Description of Products and Services Offered

WTI has provided pricing for products and services offered under the Roofing Products, Services and JOC Services contract in *Tab 6 – Pricing* as required. We have also provided state multipliers for applicable regions on our pre-priced list of services as well as coefficients for our JOC pricing.

Further, we have also provided additional line-item pricing for products and services in *Tab 6 – Pricing*. Also included is the pricing for the Contractor Network Delivery Model.

WTI will utilize the most-recent RS Means construction cost data book as well as electronic software including, but not limited to, e4clicks, Costworks, Timberline and Pro-Est.



TAB 4 – PRODUCTS/SERVICES (APPENDIX B)

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TAB 5 – REFERENCES (APPENDIX F)



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Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2015, 2016, 2017.
11. Overall public-sector sales, excluding Federal Government, for last three (3) years; 2015, 2016, 2017.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ _____ in year one

\$ _____ in year two

\$ _____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.
27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. MWBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Five (5) of these customer references should be for projects delivered through the job order contracting (JOC) delivery method. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name

Contact Name and Title

City and State

Phone Number

Years Serviced

Description of Services

Annual Volume

Pricing Estimates/quotes provided to entity

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TAB 5 – REFERENCES (APPENDIX F)

WTI brings highly relevant experience involving products and services similar to the Roofing Products, Services and JOC Services contract. We understand the intricacies of managing multiple, simultaneous delivery orders/projects as we have performed 150 to 200 delivery orders/projects concurrently. In the past five years alone, we have managed anywhere from 500 to 600 subcontractors in the performance of simultaneous delivery orders/projects under several IDIQ-type contracts. Our project experience demonstrates WTI's unparalleled experience in providing products and minor construction, renovation, repair, replacement, maintenance, restoration, alteration and upgrade scopes of work for various general-contracting and roofing projects.

The references listed in **Table 5-1** further illustrate our proven experience performing work for various facilities including projects delivered through the JOC delivery method and encompassing K12, higher education and city/county entities. These references also involve working with multiple subcontractors on simultaneous delivery orders. WTI has proven experience managing contracts with multiple customers where marketing is necessary to obtain work. Our experience on other contracts is directly relevant to the Roofing Products, Services and JOC Services contract in the form of established policies and procedures and understanding of the needs of school districts and local city/county entities.

Table 5-1. WTI's references for comparable past experience.

No.	Project, Location	K12	Higher Education	City/County Entity	Involves products and services of a similar scope	Includes performance within the past three years	Performed with multiple, simultaneous on-going projects	Page No.
Roofing References								
1	Suffern Central School District, Hillburn, NY	■			■	■	■	5-2
2	Williamsville Central School District, East Amherst, NY	■			■	■	■	5-5
3	Texas Tech University Health Sciences Center, Midland, TX		■		■	■	■	5-12
4	University of Texas at Austin, Austin, TX		■		■	■	■	5-55
5	Tahoe Forest Hospital District, Truckee, CA			■	■	■	■	5-61
JOC References								
6	Charleston County School District, North Charleston, SC	■			■	■	■	5-63
7	Clarendon School District One, Summerton, SC	■			■	■	■	5-86
8	Dallas County Community College District, Dallas, TX		■		■	■	■	5-100
9	Tarrant County College District, Fort Worth, TX		■		■	■	■	5-121
10	County of Wayne, Health Administration, Wayne, MI			■	■	■	■	5-130
11	City of Fort Lauderdale, Fort Lauderdale, FL			■	■	■	■	5-145

1. Suffern Central School District, Hillburn, NY

ENTITY NAME	Suffern Central School District
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Hillburn, NY
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2017 – Present
DESCRIPTION OF SERVICES	Material orders through National IPA. Under the material only delivery model, Suffern Central School District solicited the labor portion of the project through other means.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC
Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that was executed via National IPA Contract
- Material only delivery model
- K12 entity

2. Williamsville Central School District, East Amherst, NY

ENTITY NAME	Williamsville Central School District
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	East Amherst, NY
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2016 – 2017
DESCRIPTION OF SERVICES	Multiple roof replacement projects with 25-year QA Warranties.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC
Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via AEPA Contract
- K12 entity

3. Texas Tech University Health Services Center, Midland, TX

ENTITY NAME Texas Tech University Health Services Center

CONTACT NAME AND TITLE [REDACTED]

CITY AND STATE Midland, TX

PHONE NUMBER [REDACTED]

YEARS SERVICED 2005 – Present

DESCRIPTION OF SERVICES Roofing improvement and restoration projects, skylight fall protection, warranty, TremCare Service Agreement, air barrier audit, Exterior Insulation and Finish system (EIFS) repair, window sealant replacement projects and stone coping repairs.

ANNUAL VOLUME [REDACTED]

PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY [REDACTED]

Relevancy to the Roofing Products, Services and JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via National IPA and TCPN Contracts
- Higher education entity

4. University of Texas at Austin, Austin, TX

ENTITY NAME University of Texas at Austin

CONTACT NAME AND TITLE

[REDACTED]

CITY AND STATE

Austin, TX

PHONE NUMBER

[REDACTED]

YEARS SERVICED

2015

DESCRIPTION OF SERVICES

Phase I: Frank Erwin Center Concrete Façade Restoration and Phase II: Frank Erwin Center Façade Weatherization. These projects were delivered via the Contractor Network program in collaboration with Western Specialty Contractors. The pricing mechanism included an independent third-party estimate in conjunction with RS Means Construction Cost Data Book, 2015.

ANNUAL VOLUME

[REDACTED]

PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY

[REDACTED]

Relevancy to the Roofing Products, Services and JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via National IPA Contract using the Contractor Network program
- Higher education entity

5. Tahoe Forest Hospital District, Truckee, CA

ENTITY NAME	Tahoe Forest Hospital District
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Truckee, CA
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2013 – 2017
DESCRIPTION OF SERVICES	Roof restoration project with 20-year QA Plus Warranty, roof repairs and a TremCare Service Agreement.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC
Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via National IPA Contract
- City/county entity

6. Charleston County School District, North Charleston, SC

ENTITY NAME Charleston County School District

CONTACT NAME AND TITLE

[REDACTED]

CITY AND STATE

North Charleston, SC

PHONE NUMBER

[REDACTED]

YEARS SERVICED

2007 – Present

DESCRIPTION OF SERVICES

Multiple roof replacement and restoration projects, a mechanical upgrade project and a building envelope weatherization project have been performed for Charleston County School District. Additionally, a 20-year QA Plus Warranty, Annual Tremco Managed Assets program with multiple renewals including leak response/repair and TremCare service agreements have been provided.

ANNUAL VOLUME

[REDACTED]

PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY

[REDACTED]

Relevancy to the Roofing Products, Services and JOC
Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Includes a project that was executed using the National IPA Contract
- K12 entity

7. Clarendon School District One, Summerton, SC

ENTITY NAME	Clarendon School District One
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Summerton, SC
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2011 – Present
DESCRIPTION OF SERVICES	Roof restoration project with 10-year QA Plus Warranty, TremCare Service Agreement, air barrier audit and roof analysis core evaluation.
ANNUAL VOLUME	[REDACTED] [REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC
Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Is a project that was executed via the TCPN JOC
- K12 entity

8. Dallas County Community College District, Dallas, TX

ENTITY NAME	Dallas County Community College District
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Dallas, TX
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2007 – Present
DESCRIPTION OF SERVICES	Roof drain and skylight repair project, campus-wide façade surveys projects and Tremco Performance Warranty with leak response.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via TCPN JOC and National IPA Contract
- Higher education entity

9. Tarrant County College District, Fort Worth, TX

ENTITY NAME	Tarrant County College District
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Fort Worth, TX
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2013 – 2018
DESCRIPTION OF SERVICES	Roof repairs and restorations, leak response, sidewalk repairs, façade repairs, asphalt paving repair.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via TCPN JOC and National IPA contract, including some utilizing the Contractor Network program.
- Higher education entity

10. County of Wayne, Health Administration, Wayne, MI

ENTITY NAME	County of Wayne, Health Administration
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Wayne, MI
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2017, 2015
DESCRIPTION OF SERVICES	Roof replacement and restoration projects with 10-year and 20-year QA Plus Warranties and a TremCare Service Agreement.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC
Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Is a project that was executed via the TCPN JOC (Michigan)
- City/county entity

11. City of Fort Lauderdale, Fort Lauderdale, FL

ENTITY NAME	City of Fort Lauderdale
CONTACT NAME AND TITLE	[REDACTED]
CITY AND STATE	Fort Lauderdale, FL
PHONE NUMBER	[REDACTED]
YEARS SERVICED	2013, 2018
DESCRIPTION OF SERVICES	Performance of air barrier audit and air barrier continuity repair projects through the JOC delivery method and National IPA Contract.
ANNUAL VOLUME	[REDACTED]
PRICING ESTIMATES/QUOTES PROVIDED TO ENTITY	[REDACTED]

Relevancy to the Roofing Products, Services and JOC Services contract:

- Involves products and/or services of a similar scope
- Includes performance within the past three years
- Are projects that were executed via TCPN JOC and National IPA Contract
- City/county entity

TAB 6 – PRICING (APPENDIX C)



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Appendix C:

PRICING

Electronic Price Lists

- Offerors must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular Offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Contractor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the Offeror's company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Contractor must allow for lower pricing to be available for similar product and service purchases.

Number	Description of Cost Factors	Unit of Measure	Offeror's Bid
	Water Resistant Roofing		
1	Pressure cleaning, vertical walls	SF	
2	Pressure cleaning, horizontal surfaces	SF	
3	Roof scanning to identify wet or substandard roof components to be removed	SF	
4	Asphalt emulsion coating, waterproofing, brush applied, per coat	SF	
5	Rubberized coating waterproofing, brush applied, per coat	SF	
6	Vinyl/acrylic resin, dampproofing, brush applied per coat.	SF	
7	Non-pigmented synthetic resin, waterproofing, one coat sprayed on	SF	
8	Caulking: remove existing, clean and prime joint	LF	
9	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	
10	Caulking, polyurethane, 1 component, 1/4" x 1/4", in place	LF	
11	Caulking, polyurethane, 1 component, 1/2" x 1/2", in place	LF	
12	Caulking, silicone rubber, 1 component, 1/4" x 1/4", in place	LF	
13	Caulking, epoxied urethane compound, 2 component, 1/4" x 1/4", in place	LF	
14	Caulking, silicone rubber, 1 component, 3/4" x 3/8", in place	LF	
15	Backer rod, polyethylene, 3/8" diameter, installed in prepared opening	LF	
16	Backer rod, polyethylene, 1/2" diameter, installed in prepared opening	LF	
17	Backer rod, polyethylene, 3/4" diameter, installed in prepared opening	LF	
18	Backer rod, polyethylene, 1" diameter, installed in prepared opening	LF	
19	Building paper, asphalt felt sheathing paper, 1 ply, 15#, in place	SF	
20	Building paper, asphalt felt sheathing paper, 1 ply, 40#, in place	SF	

21	Building paper, red rosin paper, 5 square rolls, 4#, in place	SF	
22	Vapor retarder adhered, 2 ply inorganic, glass Type 15, applied in Type IV (or appropriate type) asphalt, in place	SF	
23	Vapor retarder, 2 ply organic, Type 15 pound, applied in Type IV asphalt (or appropriate type), in place	SF	
24	Vapor retarder; 2-ply inorganic, glass, Type IV, applied in cold adhesive to 4' x 8' x 1/4" glass-mat embedded, water resistant gypsum core panel mechanically fastened	SF	
	Insulation		
1	Demolition of roof insulation, per inch of depth	SF	
2	Demolition of lightweight cementitious fills, per inch of depth	SF	
3	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1" thick, R-6.6, applied Type IV asphalt		
3a	Hot applications	SF	
3b	Cold applications	SF	
4	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, applied Type IV asphalt		
4a	Hot applications	SF	
4b	Cold applications	SF	

5	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets, 1" thick, R-6.6, mechanically fastened	SF	
6	Roof deck insulation, Isocyanurate in 4' x 4' or 4' x 8' sheets with fiberglass facers, 1 1/2" thick, R-10.0, mechanically fastened	SF	
7	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, applied Type IV asphalt		
7a	Hot applications	SF	
7b	Cold applications	SF	
8	Roof deck insulation, fiberboard in 4' x 8' sheets, 25/32" thick, R-2.4, installed hot/cold or mechanically attached coated six sides		
8a	Hot applications	SF	
8b	Cold applications	SF	
8c	Mechanically attached	SF	
9	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, applied Type IV asphalt (or appropriate asphalt), coated six sides		
9a	Hot applications	SF	
9b	Cold applications	SF	
10	Roof deck insulation, fiberboard in 4' x 4' sheets, 1/2" thick, R-1.39, mechanically fastened, coated six sides	SF	
11	Roof deck insulation, fiberboard in 4' x 4', 1" thick, R-2.78, mechanically fastened, coated six sides	SF	
12	Roof deck insulation, lightweight cellular wire reinforced concrete fill, R-value depending on thickness, per inch of depth	SF	
13	Roof deck insulation, vermiculite at 1/8:12, R-value depending on thickness, per inch of depth	SF	
14	Roof deck insulation, vermiculite at 1/4:12, R-value depending on thickness, per inch of depth	SF	
15	Roof deck insulation, gypsum panels, 3" thick	SF	

16	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/8" per foot slope, Type IV asphalt, per inch of depth	SF	
17	Roof deck insulation, Isocyanurate (black facer only), tapered, 1/4" per foot slope, Type IV asphalt, per inch of depth	SF	
18	Cold insulation adhesive	SF	
19	CDX Gypsum, 1/4" x 4' x 8'		
19a	Mechanically attached	SF	
19b	Set into adhesive	SF	
20	CDX Gypsum, 1/2" x 4' x 8'		
20a	Mechanically attached	SF	
20b	Set into adhesive	SF	
21	CDX Gypsum with fiberglass, facer: 1/4" x 4' x 8'		
21a	Mechanically attached	SF	
21b	Set into adhesive	SF	
22	CDX Gypsum with fiberglass facer: 1/2" x 4' x 8'		
22a	Mechanically attached	SF	
22b	Set into adhesive	SF	
Roof Tiles and Shingles			
1	Remove composition shingles and felts to decking	SF	
2	Test for asbestos prior to removal	SF	
3	Remove clay, concrete, or slate roof tiles to decking	SF	
4	Remove wood shingles and felts to decking	SF	
5	Shingles, fiberglass, Class A, 25-year strip shingles, slopes 3:12 or greater	SF	
6	Shingles, fiberglass, Class A, 30-year, premium laminated multilayered	SF	

7a	Replace clay or concrete roof tiles	Each	
7b	Replace/repair other shingles	Each	
8	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	SF	
	Roofing and Roof Restoration		
1	Remove built-up roof, multi-ply aggregate, non-asbestos, 1" thick or less	SF	
2	Remove single-ply roof: ballast, and membrane only	SF	
3	Remove single-ply roof, membrane partially or fully adhered	SF	
4	Remove single-ply roof, membrane mechanically attached	SF	
5	Remove copper sheet roofing	SF	
6	Base sheet, 3-ply fiberglass, Type IV (or appropriate type) asphalt (17 year roof)	SF	
7	Base sheet, 4-ply fiberglass, mechanically attached (17-year roof)	SF	
8	Fiberglass cap finishing membrane	SF	
9	Base sheet with 2 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
10	Base sheet with 3 ply, fiberglass felts, Type IV asphalt (or appropriate type)	SF	
11	Base sheet mechanically attached with 4 ply, Type VI fiberglass felts, Type IV (or appropriate type) asphalt	SF	
12	Nail base sheet, 3 ply Type VI fiberglass felts, fiberglass cap, Type IV (or appropriate type) asphalt.	SF	
13	Base sheet with 4 ply; 2 polyester and 2 fiberglass felts, Type IV (or appropriate type) asphalt (20 year roof)	SF	
14	Built-up roof, base sheet with 3 ply polyester roofing sheet, Type IV (or appropriate type) asphalt (20 year roof)	SF	
15	Built-up roof, base sheet with 3 ply Type GS fiberglass, cold process adhesive (20 year roof)	SF	

16	Built-up roof base sheet plus 4 ply Type G2 fiberglass, cold process adhesive (30 year roof)	SF	
17	Built-up roof, base sheet, 1 ply Type VI fiberglass, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (15 year roof)	SF	
18	Built-up roof, base sheet, 2 ply polyester roofing sheet, 1 ply modified bitumen sheet, fire rated, Type IV asphalt (or appropriate type) (20 year roof)	SF	
19	Built-up roof, base sheet, G-2, 33 lb., mechanically attached	SF	
20	Built-up roof, base sheet, G-2, 33 lb., Type IV asphalt	SF	
21	Built-up roof, premium asphalt, added cost per ply per square foot	SF	
22	Built-up roof, modified bitumen adhesive, added cost per ply per square foot	SF	
23	Built-up roof, surface with cold asphaltic surfacing adhesive and gravel	SF	
24	Built-up roof, surface with emulsion and granules	SF	
25	Built-up roof, surface with emulsion and aluminum coating	SF	
26	Built-up roof, surface with emulsion and white elastomeric coating	SF	
27	Built-up roof, surface with aluminum coating or paint	SF	
28	Built-up roofing, surface with high solids white elastomeric coating	SF	
29	Built-up roofing repairs; fibered asphalt mastic, brush grade, with fiberglass mesh.	SF	
30	Built-up roofing repairs; pitch-based mastic, with fiberglass mesh	SF	
31	Built-up roofing repairs; elastomeric mastic, with fiberglass mesh	SF	
32	Built-up roofing restoration, coal tar pitch roofs	SF	
33	Built-up roofing restoration, odorless, coal tar pitch or asphalt roofs	SF	
34	Single-ply roof, CSPE, 45 mils reinforced, asbestos free, mechanically fastened	SF	

35	Single-ply roof, CSPE, 60 mils reinforced, asbestos free, mechanically fastened	SF	
36	Single-ply roofing repairs (CSPE, PVC, and EPDM)		
36a	CSPE	SF	
36b	PVC	SF	
36c	EPDM	SF	
37	Flashing membrane, 2 ply, Type IV or Type VI fiberglass	SF	
38	Flashing membrane, 1 ply polyester and 1 ply modified bitumen	SF	
39	Flashing membrane, 2 ply, polyester	SF	
40	Flashing membrane, CSPE	SF	
41	Flashing membrane, CSPE with aluminum coating	SF	
42	Polyurethane foam roofing	SF	
43	Additional Polyurethane foam coating	SF	
44	Single-ply roof, EDPM, 45 mils reinforced, mechanically fastened	SF	
45	Single-ply roof, EDPM, 60 mils fully adhered	SF	
46	Built-up roof, base sheet with 3 ply trilaminate ply, cold process adhesive (25 year roof)	SF	
47	Built-up roof, surface with premium asphalt, and gravel.	SF	
48	Built-up roof, surface with Fire Retardant Aluminum coating or paint, single coat	SF	
49	Modified Bitumen roof, base sheet, cap sheet, cold Modified Bitumen Adhesive	SF	
50	Built-up roof, 3 ply fiberglass felts, Type IV asphalt	SF	
51	Single ply Roof, 45 mils fully adhered with bonding adhesive	SF	
52	Single ply roof, TPA Fleece Back, 45 mils fully adhered with hot asphalt	SF	
53	Single ply roof, 45 mils mechanically attached	SF	
54	Base sheet mechanically attached with 3 ply fiberglass felts, Type 1 - Coal Tar Pitch	SF	

55	Base sheet mechanically attached with 3 ply Organic felts, Type 1 - Coal Tar Pitch	SF	
56	Built-up roof, 4 ply Fiberglass felts, Type 1 Coal Tar Pitch	SF	
57	Build-up roof, 4 ply Organic felts, Type 1 Coal Tar Pitch	SF	
58	Built-up roof, surface with hot Coal Tar Pitch and gravel	SF	
59	Single ply repairs using 2 coat polyurethane, elastomeric coating system	SF	
60	Single ply repairs at laps or defects using 2 coats elastomeric coating system with reinforcement	SF	
61	Single ply roof, TPA fleece back, 60 mils fully adhered with hot asphalt	SF	
62	Single ply roof 60 mils fully adhered with bonding adhesive	SF	
63	Built-up roof, 1 ply Trilaminate, 1 ply Modified Bitumen Sheet, fire rated	SF	
Masonry			
1	Brick, remove and reset, 1 to 50 sq ft	SF	
2	Brick, remove and reset, over 50 sq ft	SF	
3	Block, remove and reset	SF	
4	Coping stones, remove and reset	Each	
5	Brick, block or coping removal	Each	
6	Brick, block and brick exterior wall maintenance, repair and application of protective coatings.		
6a	Selective Demolition of Concrete Block Masonry Units (CMU) with perimeter saw cutting- swingstage 4", 6" and 8" block (high-rise)	Each	
6b	Selective Demolition of Brick Masonry Units with perimeter saw cutting - swingstage one, two, and three wythe (high-rise)	SF	
6c	Selective Demolition of Brick Masonry Units with perimeter saw cutting - scaffolding one, two and three wythe (low-rise)	SF	

7	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Swingstage (high-rise)		
7a	Removal of existing mortar (1/2" wide by 3/4" depth)	SF	
7b	Removal of existing mortar (3/4" wide by 3/4" depth)	SF	
7c	Removal of existing mortar (1/2" wide by 1 1/2" depth)	SF	
7d	Removal of existing mortar (3/4" wide by 1 1/2" depth)	SF	
8	Selective Demolition of Mortar Joint with Perimeter Sawcutting – Scaffolding (low-rise)		
8a	Removal of existing mortar (1/2" wide by 3/4" depth)	SF	
8b	Removal of existing mortar (3/4" wide by 3/4" depth)	SF	
8c	Removal of existing mortar (1/2" wide by 1 1/2" depth)	SF	
8d	Removal of existing mortar (3/4" wide by 1 1/2" depth)	SF	
9	New Pointing Work – Swingstage (high-rise)		
9a	Furnish and install new mortar (1/2" wide by 3/4" depth)	SF	
9b	Furnish and install new mortar (3/4" wide by 3/4" depth)	SF	
9c	Furnish and install new mortar (1/2" wide by 1 1/2" depth)	SF	
9d	Furnish and install new mortar (3/4" wide by 1 1/2" depth)	SF	

10	New Pointing Work – Scaffolding (low-rise)		
10a	Furnish and install new mortar ($\frac{1}{2}$ " wide by $\frac{3}{4}$ " depth)	SF	
10b	Furnish and install new mortar ($\frac{3}{4}$ " wide by $\frac{3}{4}$ " depth)	SF	
10c	Furnish and install new mortar ($\frac{1}{2}$ " wide by $1\frac{1}{2}$ " depth)	SF	
10d	Furnish and install new mortar ($\frac{3}{4}$ " wide by $1\frac{1}{2}$ " depth)	SF	
11	Removal of Roof Parapets – Swingstage (high-rise)		
11a	Removal of 3 wythe brick parapet wall (24" high)	SF	
11b	Removal of 3 wythe brick parapet wall (42" high)	SF	
11c	Removal of 2 wythe brick parapet wall (24" high)	SF	
11d	Removal of 3 wythe brick parapet wall (42" high)	SF	
12	Removal of Roof Parapets – Scaffolding (low-rise)		
12a	Removal of 3 wythe brick parapet wall (24" high)	SF	

12b	Removal of 3 wythe brick parapet wall (42" high)	SF	
12c	Removal of 2 wythe brick parapet wall (24" high)	SF	
12d	Removal of 3 wythe brick parapet wall (42" high)	SF	
13	Reconstruction of Brick Masonry Roof Parapets – Swingstage (high-rise)		
13a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
13b	New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
13c	New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
13d	New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
14	Reconstruction of Brick Masonry Roof Parapets – Scaffolding (low-rise)		
14a	New brick masonry parapet w/stone coping and flashings (3 wythe - 24" high)	SF	
14b	b) New brick masonry parapet w/stone coping and flashings (3 wythe - 42" high)	SF	
14c	c) New brick masonry parapet w/stone coping and flashings (2 wythe - 24" high)	SF	
14d	d) New brick masonry parapet w/stone coping and flashings (2 wythe - 42" high)	SF	
15	New Throughwall Flashings – Swingstage (high-rise)		

15a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
15b	Removal and replacement of steel lintel	SF	
15c	Furnish and install new flashings (Bituthane)	SF	
15d	Furnish and install new flashings (Lead coated copper)	SF	
15e	Parging and waterproofing of back-up wall	SF	
16	New Throughwall Flashings – Scaffolding (low-rise)		
16a	Removal of 4 courses 1 wythe brick wall w/Temporary Shoring	SF	
16b	Removal and replacement of steel lintel	SF	
16c	Furnish and install new flashings (Bituthane)	SF	
16d	Furnish and install new flashings (Lead coated copper)	SF	
16e	Parging and waterproofing of back-up wall	SF	
17	Brick Masonry/Stone Stabilization		
17a	Drilling and installation of new friction pins with mortar cap	SF	
17b	Drilling and installation of new friction pins for lime stone with mortar cap	SF	
18	Limestone Removal and Replacement.		
18a	Removal of existing deteriorated architectural limestone	SF	
18b	Furnish and install new limestone replacement.	SF	
18c	Replacement of stone with lightweight polymer resin to match	SF	
18d	Minor patching of existing stone to match	SF	
19	Terra Cotta Removal and Replacement.		
19a	Removal of existing deteriorated architectural Terra Cotta	SF	
19b	Furnish and install new Terra Cotta replacement.	SF	
19c	Replacement of stone with lightweight polymer resin to match	SF	
19d	Minor patching of existing stone to match	SF	
20	Roof Coping Stones.		
20a	Removal of existing roof coping stones (16 inches)	SF	

20b	Removal and parging of existing substrate	SF	
20c	Furnish and install new lead coated copper flashings	SF	
20d	Drilling and epoxy grouting stainless steel pins	SF	
20e	Reinstallation of existing stones with cleaning	SF	
20f	Furnish and install new coping stones	SF	
20g	Furnish and install new sealants between coping stones.	SF	
20h	Cleaning and coating of existing stones.	SF	
21	CMU Backup Wall Repair and Waterproofing.		
21a	Replacement of Deteriorated CMU Back-up	SF	
21b	Parging of CMU back-up wall	SF	
21c	Waterproofing of back-up wall	SF	
22	Brick Masonry Piers		
22a	Isolated repair of existing masonry piers (removal and replacement)	SF	
22b	Reconstruction of isolated areas of pier	SF	
22c	Construction of new masonry piers.	SF	
23	Crack Repair		
23a	Drill and install new stainless steel pins.	Each	
23b	Grouting of open cracks	SF	
23c	Replacement of cracked bricks	SF	
24	Concrete Removal		
24a	Perimeter sawcutting	SF	
24b	Removal of existing concrete (2" depth).	SF	
24c	Removal of existing concrete (3.5" depth).	SF	
25	New Concrete and Coating		
25a	Placement of new high strength patching mortar (2" depth)	SF	
25b	Placement of new high strength patching mortar (3.5" depth).	SF	
25c	Cleaning and coating of concrete surface.	SF	
25d	Sidewalk Bridging.	SF	
25e	Temporary Roof Protection	SF	
26	Metal Work		
26a	Remove standard metal decking	SF	

26b	Install metal decking; 1-1/2" deep, 20 gauge, standard profile	SF	
27	Install steel plate, two sizes	SF	
27a	10 Gauge, standard application	SF	
27b	Extra heavy-duty 1/4th inch	SF	
28	Remove metal counterflashing	LF	
28a	Counterflashing, galvanized, 24 gauge, 6" width	LF	
28b	Counterflashing, copper, 16 oz., 6" width	LF	
29	Remove metal edge, gravel stop, eave strip, or coping	LF	
29a	Metal edge raised, galvanized steel fascia/eave drip; 6" face, hemmed, continuous cleat, 3" deck flange	LF	
29b	Gravel stop, galvanized steel, 24 gauge, 6" face	LF	
30	Remove metal gutter	LF	
30a	Gutter, galvanized steel, ASTM 526, with 12.5oz./square foot galvanized coating, 24 gauge, 5" box or ogee style, joints and end caps shall be soldered	LF	
30b	Gutter, aluminum, .050" thick 5" box or ogee, painted, Kynar finish	LF	
30c	Gutter, copper, 16 oz, half round, 5" wide	LF	
30d	Gutter, copper, 16 oz, half round, 6" wide	LF	
31	Remove metal downspouts	LF	
31a	Downspouts, aluminum, .024" thick, 3" x 4", painted, installed	LF	
31b	Downspouts, GI, 24 gauge 3" x 4" installed	LF	
31c	Downspouts, GI, 24 gauge, 4" round, installed	LF	
31d	Downspouts, copper, 16 oz., 6" round, installed	LF	
31e	Downspouts, strainer	Each	
31f	Metal flashing, apron flashing, 9" wide	LF	
31g	Metal flashing, step flashing	Each	
31h	Metal splash pan, 16 oz.	Each	
31i	Metal trim, aluminum, .032" thick, painted	SF	
31j	Metal storm collar	Each	

31k	Metal coping, galvanized steel, 24 gauge, standing seam	SF	
31L	Metal coping, galvanized steel, 24 gauge, with butt plate	SF	
31m	Resolder joints in sheet metal	LF	
31n	Metal edge, aluminum, 0.50 thick 6" face painted	SF	
31n	Metal edge, aluminum, free floating fascia system	SF	
31o	Parapet wall metal	SF	
31p	Metal edge, anodized finished aluminum, free floating fascia system 8 inches	SF	
31q	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 8 inches	SF	
31r	Metal edge, anodized finished aluminum, free floating fascia system 6 inches	SF	
31s	Metal edge, high performance fluorocarbon finished aluminum, free floating fascia system 6 inches	SF	
32	New Aluminum Metal Cladding		
32a	Furnish and install new uninsulated aluminum wall cladding	SF	
32b	Furnish and install new insulated aluminum wall cladding	SF	
32c	Furnish and install new insulated aluminum wall cladding panels (Architecture)	SF	
32d	Cladding of roof parapet walls with copings.	SF	
33	New Exterior Insulation and Finish System (EIFS)		
33a	New Exterior Insulation and Finish System (EIFS)	SF	
33b	New Exterior Insulation Finish System (EIFS) w/o insulation	SF	
33c	New Metal Copings.	SF	
34	Surface Preparation		
34a	Cleaning of existing steel and surface.	SF	
34b	Coating of existing reinforcement	SF	
34c	Exterior rated gypsum board sheathing and substrate	SF	

35	Woodwork		
35a	Demolition of plywood or standard 1" x 6" decking	SF	
35b	Demolition of standard 2" x 6" tongue and groove decking	SF	
35c	Plywood decking, CDX, 1/2" thick (or 15/32" optional)	SF	
35d	Plywood decking, CDX, 5/8" thick	SF	
35e	Plywood decking, CDX, 3/4" thick	SF	
35f	Standard 1" x 6" decking, tongue and groove	SF	
35g	Standard 2" x 6" tongue and groove decking	SF	
35h	Cants, wood fiber, trapezoidal, 1 1/2" x 5 5/8"	LF	
35i	Cants, SBX treated wood, 4" x 4" diagonal	LF	
35j	Nailer, SBX treated wood, 1" x 4"	LF	
35k	Nailer, SBX treated wood, 2" x 4"	LF	
36	Nailer, SBX treated wood		
36a	2" x 6"	LF	
36b	2" x 8" optional	LF	
36c	Curbing, SBX treated wood, 2" x 12"	LF	
37	Joist, fir		
37a	2" x 6"	LF	
37b	2" x 8" optional	LF	
38	Joist, fir		
38a	2" x 10"	LF	
38b	2" x 12" optional	LF	
39	Standing Seam Metal Roof System (SSMRS) Price Each Specification Using Line Items		
39a	Pre-Engineered SSMRS, products (20-year roof)	SF	
39b	Subpurlins	LF	
39c	Roof panel installation	SF	
39d	Field forming of panels	SF	
39e	Concealed anchor clips	Each	
39f	Vapor retarder installation	SF	
39g	Insulation installation	SF	
39h	Gutters (SSMRS only)	LF	
39i	Gutter liners	SF	
39j	Flashing	LF	

39k	Expansion joints	LF	
40	Finishing touches (no additional cost in contract)		
40a	Snow retention assemblies	LF	
40b	Self-adhering ice and water shield membrane for shingles, tiles, metal waterways, penetrations, valleys, ridges, edges, etc.	LF	
41	Roof Specialties and Accessories		
41a	Remove roof hatch	Each	
41b	Roof hatch, aluminum, 2'6" x 3'0"	Each	
41c	Roof hatch, aluminum, larger sizes	SF	
41d	Remove existing roof drain, except plumbing	Each	
41e	Install new roof 4" drain, except plumbing	Each	
41f	Install new roof 6" drain, except plumbing	Each	
41g	Reflash existing roof drain	Each	
41h	Plumbing stack, 4# lead flashing	Each	
41i	Scupper, sheet steel, 24 gauge ASTM A 526, match existing configuration	Each	
41j	Remove existing walkway, built-up roofs	SF	
41k	Walkway, built-up roofs, desert tan fiberglass	LF	
41L	Walkway, built up roofs, non skid	LF	
42	Walkway, single ply roof		
42a	30" wide roll goods, tape attached	LF	
42b	30" wide roll, hot asphalt attached	LF	
42c	30" wide roll, adhesive attached	LF	
42d	Roof ventilators	Each	
42e	Roof ladder, steel, bolted to concrete, up to 20 feet, without cage	LF	
42f	Roof ladder, steel, bolted to concrete, 20 feet and up, with cage; with intermediate landings as required by Code	LF	
42g	Roof ladder, security ladder guard	Each	
42h	Termination bar, aluminum, 1/4" x 1"	LF	

42i	Pitch pocket, 24 gauge, GI, 6" x 6", with storm collar hemmed to outside, soldered corners and seams	Each	
42j	Pitch pocket, 24 gauge, GI, 8" x 8", with storm collar, hemmed to outside, soldered corners and seams	Each	
43	Pitch pocket, resurface top only		
43a	8" x 8"	Each	
43b	12" x 12"	Each	
43c	Expansion joint, butyl or neoprene bellows, galvanized flange	LF	
43d	Expansion joint, CSPE reinforced	LF	
43e	Repair kit for dry repairs	Each	
43f	Repair kit for wet repairs	Each	
44	Skylights (price each size and lens combination)		
44a	Standard 3' x 5', 4' x 4', 4' x 8' with single clear lenses	SF	
44b	Standard 3' x 5', 4' x 4', 4' x 8' with clear double lenses	SF	
44c	Skylight lens replacement only, clear	SF	
44d	Skylight lens replacement only, double clear	SF	
45	Security/fall bars for skylights		
45a	3' x 5'	Each	
45b	4' x 4'	Each	
45c	4' x 8'	Each	
45d	Special sizes	SF	
46	Roof Services		
46a	Asbestos core testing and patch of existing roof surface	Each	
46b	Core analysis, 14" x 14" and patch of existing roof surface	Each	
46c	Non destructive roof scan, up to 50,000 sq ft, full service each	Each	
46d	Additional foot over 50,000 sq ft	SF	
46e	Non destructive roof scan, up to 50,000 sq ft, limited service	Each	
46f	Additional foot over 50,000 sq ft	Each	

46g	Roof inspection services (visual inspection of roofing service/membrane, flashings, counterflashings, copings, parapets, trims, hatches, penetrations, curbs, roof-mounted equipment, etc. with a written report of findings and recommendations	Day	
46h	Field/shop drawings, up to 10,000 sq ft	SF	
46i	Field/shop drawings, 10,000-50,000 sq ft	SF	
46j	Field/shop drawings, over 50,000 sq ft	SF	
46k	Prime contractor's warranty, restoration, less than 10,000 sq ft, minimum charge	Per Project	
46L	Prime contractor's warranty, restoration, over 10,000 sq ft, minimum charge	Per Project	
46m	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (Standard)	Per Project	
46n	Prime contractor's warranty, re-roof, total system, 15 year, less than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46o	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (Standard)	Per Project	
46p	Prime contractor's warranty, re-roof, total system, 15 year, more than 10,000 sq ft, minimum charge (includes 2, 5, 7, 10, 15 year inspections)	Per Project	
46q	Per diem rate per worker per 24 hour period of time	Per Day	
46r	Prime contractors per diem/costs for asbestos abatement planning	Day	
46s	Asbestos abatement activities, BUR removal and disposal of waste	SF	
46t	Project site is located 65 or more miles from the contractor's/subcontractor's yard/home location.	SF	
46u	Asbestos site monitoring	Day	
47	Annual or semi-annual roof housekeeping-per location		
47a	Cost once a year per location if less than 20,000 sq. ft.	SF	
47b	Cost per Sq.ft. per year per location if greater than 20,000 sq.ft.	SF	

47c	Cost semi-annual per location if less than 20,000 sq. ft	SF	
47d	Cost per Sq.ft. semi annual per location if greater than 20,000 sq.ft.	SF	
47e	Roof leak investigation	Day	
47f	Minor roof repair calls	Day	
47g	Difficult access or fall restriction; surcharge	Each	
47h	Excessive hauling	Each	
47i	Work in secured areas or compounds; surcharge	Each	
48	Additional and occasional supplies, materials, equipment and services		
48a	Additional and occasional services Roofing supplies Discount off Retail Price List	% of Discount	
48b	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	% of O/P	
48c	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	% of discount	
48d	Multiplier/factor to be applied to the R.S. Means costs.	% to be applied	
49	Deducts and add-ons for in lieu products (Place behind Tab 6)		
50	Special Rental Equipment (Priced based on 9.11.2 above)		
51	Cold and bad weather storage identify extra cost if any	Day	
52	Hourly Services Rates		
53	Structural Analysis/engineering services	Per Hour	
54	Architect/design professional services	Per Hour	
55	Roofing Consultant	Per Hour	
56	Labor Rate for Roofer	Per Hour	
57	General Cost Factors		
57a	Mileage rate	Per Mile	
57b	Performance and payment bond - bonding rate (percent of project)	Percent	
57c	Bonding capacity - total amount of capacity available	Dollar Amount	

Proposed Pricing Coefficient (s)

Please provide Unit Price Book Coefficients for products and services not listed in the provided line items for states that you are proposing to do work in.

State	Regular Hours Coefficient	After Hours Coefficient	State	Regular Hours Coefficient	After Hours Coefficient
Alabama			Missouri		
Alaska			Montana		
Arizona			Nebraska		
Arkansas			Nevada		
California			New Hampshire		
Colorado			New Jersey		
Connecticut			New Mexico		
Delaware			New York		
District of Columbia			North Carolina		
Florida			North Dakota		
Georgia			Ohio		
Hawaii			Oklahoma		
Idaho			Oregon		
Illinois			Pennsylvania		
Indiana			Rhode Island		
Iowa			South Carolina		
Kansas			South Dakota		
Kentucky			Tennessee		
Louisiana			Texas		
Maine			Utah		
Maryland			Vermont		
Massachusetts			Virginia		
Michigan			Washington		
Minnesota			West Virginia		
Mississippi			Wisconsin		
			Wyoming		

Note: Provide coefficients for the state(s) that you would like to be awarded. Region 4 ESC is looking for proposers that can provide service in multiple states.

Provide markup percentage on non-pre- priced items _____.

TAB 6 – PRICING (APPENDIX C)

WTI is providing pricing information for products, services and warranties in accordance with the RFP to include the items outlined below and provided on the following pages. As required, all price lists and catalogs have been provided in Excel for the electronic copies on flash sticks.

- Line-item Pricing with State Multipliers – See Page 6A-1
- JOC Proposed Pricing Coefficient(s) – See Page 6B-1
- Material Price Book – See Page 6C-1
- Value-Add 2018 TCPN Installed Line Items – See Page 6D-1
- Contractor Network Delivery Model Pricing – See Page 6E-1

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TAB 7 – VALUE ADD (APPENDIX G)



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Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

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TAB 7 – VALUE ADD (APPENDIX G)

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation you think will enhance and add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

**TAB 8 – REQUIRED DOCUMENTS – ADDITIONAL
REQUIRED DOCUMENTS (APPENDIX H) –
ACKNOWLEDGEMENT & ACCEPTANCE OF REGION 4
ESC OPEN RECORDS POLICY (PAGE 4)**



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Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Certification Requirements
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #7 Texas Government Code 2270 Verification Form
- DOC #8 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit
- DOC #11 Affirmative Action Affidavit
- DOC #12 Political Contribution Disclosure Form
- DOC #13 Stockholder Disclosure Certification
- DOC #14 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #15 New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: _____

Title of Authorized Representative: _____

Mailing Address: _____

Signature: _____

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Offeror

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor’s Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Offeror

Date

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor _____

Address _____

Phone _____

Fax _____

Offeror _____
 Signature

 Printed Name

 Position with Company

Authorizing Official

 Signature

 Printed Name

 Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of
_____, a contractor engaged by
Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) 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.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER 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 _____ Initials of Authorized Representative of Vendor

(B) 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 (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Vendor will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other vendors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) 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."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree to abide by the above? YES _____ Initials of Authorized Representative of Vendor

(D) 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 (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) 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 (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) 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 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 (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) 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 (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide 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 (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) 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 (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

REGION 4 EDUCATION SERVICE CENTER 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..

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

DOC #9

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date Authorized

Signature and Title

DOC #10

NON-COLLUSION AFFIDAVIT

Company Name: _____

Street: _____

City, State, Zip Code: _____

State of New Jersey

County of _____

I, _____ of the _____
Name City

in the County of _____, State of _____
of full age, being duly sworn according to law on my oath depose and say that:

I am the _____ of the firm of _____
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that _____ relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____
My commission expires _____, 20____

SEAL

DOC #11

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the _____

- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site **at** <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. **It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract**

(See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlqs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 3 rows and 2 columns for Name and Home Address.

Notary Public section with fields for date, signature, and title.

DOC #14

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #15

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Date

Authorized Signature & Title

This page intentionally left blank.

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractor Certification Requirements
- DOC #5 Antitrust Certification Statements
- DOC #6 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #7 Texas Government Code 2270 Verification Form
- DOC #8 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #9 Ownership Disclosure Form
- DOC #10 Non-Collusion Affidavit
- DOC #11 Affirmative Action Affidavit
- DOC #12 Political Contribution Disclosure Form
- DOC #13 Stockholder Disclosure Certification
- DOC #14 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #15 New Jersey Business Registration Certificate

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Weatherproofing Technologies, Inc.

Title of Authorized Representative: President

Mailing Address: 3735 Green Road, Beachwood, OH 44122

Signature:  _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Weatherproofing Technologies, Inc.

Title of Authorized Representative: President

Mailing Address: 3735 Green Road, Beachwood, OH 44122

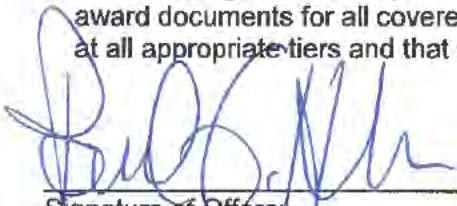
Signature:  _____

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror

7-20-18

Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

7-20-18

Date

Page 65 of 94

**ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Weatherproofing Technologies, Inc.

Address 3735 Green Road

Beachwood, OH 44122

Phone (216) 514-7771

Fax (216) 292-5167

Offeror 

Signature

Paul G. Hoogenboom

Printed Name

President

Position with Company

Authorizing Official

Signature

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016
Page 67 of 94

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Weatherproofing Technologies, Inc.
Beachwood, OH United States

Certificate Number:
2018-381971

Date Filed:
07/19/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Region 4 Education Service Center

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
18-09
Roofing Products, Services, and Job-Order-Contracting Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
RPM International, Inc.	Medina, OH United States	X	
Tremco Incorporated	Beachwood, OH United States	X	

5 Check only if there is NO Interested Party.

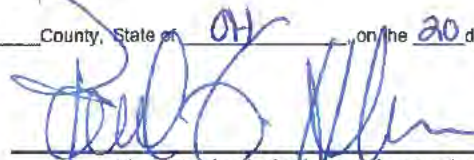
6 UNSWORN DECLARATION

My name is Paul G. Hoogenboom, and my date of birth is March 17, 1960

My address is 3735 Green Road Beachwood Ohio 44122 United States
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cuyahoga County, State of OH, on the 20 day of July, 2018
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

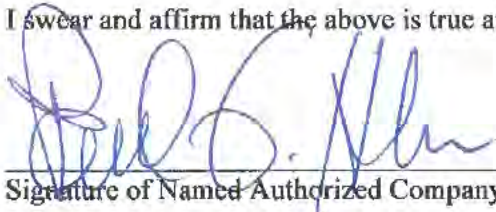
I, Paul G. Hoogenboom, as an authorized representative of Weatherproofing Technologies, Inc., a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.


Signature of Named Authorized Company Representative

7-20-18
Date

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES PSH Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES PSH Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES PSH Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES PSH Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Weatherproofing Technologies, Inc.

Address, City, State, and Zip Code: 3735 Green Road, Beachwood, OH 44122

Phone Number: (216) 514-7771 Fax Number: (216) 292-5167

Printed Name and Title of Authorized Representative: Paul G. Hoogenboom, President

Email Address: phoogenboom@tremcoinc.com

Signature of Authorized Representative:  Date: 7-20-18

OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Weatherproofing Technologies, Inc.

Street: 3735 Green Road

City, State, Zip Code: Beachwood, OH 44122

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

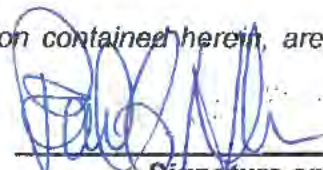
I Paul G. Hoogenboom, an authorized representative of Weatherproofing Technologies, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Tremco Holdings Inc.	3735 Green Road, Beachwood, OH 44122	100%
RPM Holding Company	2628 Pearl Road, Medina, OH 44256	100%
RPM International Inc.	2628 Pearl Road, Medina, OH 44256	100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-20-18
Date Authorized


Signature and Title
President

DOC #10

NON-COLLUSION AFFIDAVIT

Company Name: Weatherproofing Technologies, Inc.

Street: 3735 Green Road

City, State, Zip Code: Beachwood, OH 44122

State of New Jersey

County of Cuyahoga

I, Paul G. Hoogenboom of the Beachwood City

in the County of Cuyahoga, State of Ohio of full age, being duly sworn according to law on my oath depose and say that:

I am the President of the firm of Weatherproofing Technologies, Inc. Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Weatherproofing Technologies, Inc. Company Name

Handwritten signature and title: President Authorized Signature & Title

Subscribed and sworn before me

this 20 day of July, 2018

Notary Public of My commission expires, 20

SEAL MICHAEL L. COLE Attorney At Law NOTARY PUBLIC STATE OF OHIO My Commission Expires

DOC #11

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Weatherproofing Technologies, Inc.

Street: 3735 Green Road

City, State, Zip Code: Beachwood, OH 44122

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report
Provided on the following page.

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:


- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from the Harrison Township Board of Education

- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7-20-18
Date


Authorized Signature and Title President

Certification 49300

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17-27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2015 to 15-AUG-2018

WEATHERPROOFING TECHNOLOGIES, INC.
3735 GREEN ROAD
BEACHWOOD OH 44122



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlqs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlqs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. **It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract**

(See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to

which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders
{County Executive}

County Clerk
Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

DOC #13

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Weatherproofing Technologies, Inc.

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

[] Partnership [] Corporation [] Sole Proprietorship

[] Limited Partnership [] Limited Liability Corporation [] Limited Liability Partnership

[] Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns: Name, Home Address. Row 1: Tremco Holdings Inc., 3735 Green Road, Beachwood, OH 44122. Rows 2-4 are empty.

Subscribed and sworn before me this 20 day of July 2018

(Notary Public)

My Commission expires



Handwritten signature of Paul G. Hoogenboom, President (Affiant)

MICHAEL L. COLE Attorney At Law NOTARY PUBLIC STATE OF OHIO

My Commission Has No Expiration Date Section 147.03 O.R.C.

Page 84 of 94

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Paul G. Hoogenboom

Signature: 

Title: President

Date: 7-20-18

DOC #15

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WEATHERPROOFING TECHNOLOGIES, INC.

Trade Name:

Address: 3735 GREEN RD
BEACHWOOD, OH 44122-5705

Certificate Number: 0839364

Effective Date:

Date of Issuance: January 10, 2018

For Office Use Only:

20180110160451817

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

See attached continuation page.

7-20-18
Date



Authorized Signature & Title President

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TAB 8 – REQUIRED DOCUMENTS – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX H)

TAB 8 – REQUIRED DOCUMENTS – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX H)

Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy (Continued)

As required, Tremco has declared the information outlined in **Table 8-1** to be proprietary and exempt from disclosure under the Public Information Act. All proprietary information is also shaded line-by-line in gray throughout our proposal response.

Table 8-1. Summary of proprietary Information.

No.	Proprietary Information	Location	Detailed Reason to Substantiate Exception
1	Exceptions to Terms and Conditions	Tab 1, Page 1-27 to 1-28	Confidential business information
2	Cooperatives and state contracts currently held	Tab 2, Page 2-4	Confidential information of current contract performance
3	Diversity Program and list of diversity alliances.	Tab 2, Page 2-5	Confidential strategic approach for conducting business
4	Names, addresses, phone numbers and e-mail addresses of key WTI office locations and employees	Tab 3, Page 3-3	Confidential information of WTI employees
5	Names, phone numbers and e-mail addresses of key WTI employees	Tab 3, Page 3-3	Confidential information of WTI employees
6	Resumes of key WTI employees	Tab 3, Pages 3-4 to 3-15	Confidential information of WTI employees
7	Annual sales and public sales information for the past three years	Tab 3, Page 3-16	Confidential business information
8	Strategy to increase market share	Tab 3, Pages 3-16 to 3-17	Confidential marketing strategy information
9	Differentiation of company from competitors	Tab 3, Page 3-17 to 3-19	Confidential marketing strategy information
10	Information regarding litigation, bankruptcy or reorganization	Tab 3, Page 3-21	Confidential legal information
11	Demonstration of benefits of this contract to eligible entities if awarded	Tab 3, Page 3-22	Confidential marketing strategy information
12	Marketing this agreement to existing government customers	Tab 3, Page 3-22	Confidential marketing strategy information
13	90-day plan describing how the contract will be implemented within firm	Tab 3, Page 3-23	Confidential marketing strategy information
14	Training national sales force on the Region 4 ESC Agreement	Tab 3, Page 3-23	Confidential training information
15	Anticipation of revenue for the first three years of agreement	Tab 3, Page 3-23	Confidential revenue information
16	Cooperative reference information	Tab 3, Pages 3-24 to 3-25	Confidential reference information
17	Turn-Key Solution	Tab 4, Page 4-1	Confidential information containing value-add solutions.
18	Client reference information and annual volume information	Tab 5, Pages 5-2 to 5-157	Confidential reference/client and pricing estimate information
19	Pricing information	Tab 6, All pages	Confidential pricing information
20	Value Add	Tab 7, All pages	Confidential information containing value-add solutions and proprietary software system
21	Appendix 1 - Marketing Plan	Appendix 1, All pages	Confidential strategic approach for conducting business
22	Appendix 2 – Warranty and TremCare® Options	Appendix 2, All pages	Proprietary warranty and preventative maintenance solutions developed by Tremco for sole use by our company
23	Appendix 3 - Safety/Environmental Plan	Appendix 3, All pages	Confidential safety policy information



TAB 8 – REQUIRED DOCUMENTS – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX H)

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APPENDIX 1 – MARKETING PLAN



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APPENDIX 2 – WARRANTY AND TREMCARE® OPTIONS



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APPENDIX 3 – SAFETY/ENVIRONMENTAL PLAN



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SUBMITTED BY:



Weatherproofing Technologies, Inc.

3735 Green Road

Beachwood, OH 44122

Ph: (216) 514-7771

phoogenboom@tremcoinc.com

PROPOSAL

Roofing Products, Services and Job-Order-Contracting Services SOLICITATION NO. 18-09





Contract Amendment Number One

to

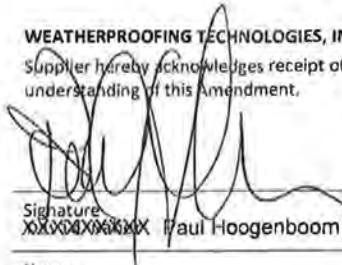
R180903 Weatherproofing Technologies, Inc. – Roofing Products, Services, and Job-Order-Contracting Services

Effective upon the later of (i) September 1, 2018 or (ii) the execution by Supplier and National IPA (as defined below) of an administration agreement by and between Supplier and National IPA, this Contract is amended as follows:

1. Region 4 Education Service Center is partnering with National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, LLC (“National IPA”) to make the Contract (also known as the “Master Agreement” in materials distributed by National IPA) available to public agencies that register with National IPA (“Participating Agencies”).
2. Any references to “The Cooperative Purchasing Network,” “TCPN,” “TCPN Management Group,” and “TCPN Management Group, LLC” are struck.
3. All administrative fees, sales reporting and administrative fee payment language is struck from the Contract.
4. All other provisions of the Contract shall remain in their entirety.

WEATHERPROOFING TECHNOLOGIES, INC.:

Supplier hereby acknowledges receipt of and understanding of this Amendment.



Signature
~~XXXXXXXXXX~~ Paul Hoogenboom

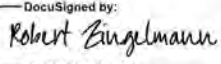
Name
President

Title
November 1, 2018

Date

REGION 4 EDUCATION SERVICE CENTER:

The above referenced Contract Amendment is hereby Executed.

DocuSigned by:


Signature

Name
Robert Zingelmann

Title
Chief Financial Officer

Title
12/16/2018

Date



Request for Vendor Contract Update

Pursuant to the terms of your awarded vendor contract, all vendors must notify and receive approval from Region 4/OMNIA Partners, Public Sector when there is an update in the contract. No request will be officially approved without the prior authorization of Region 4. Region 4 reserves the right to accept or reject any request.

Weatherproofing Technologies, Inc. hereby provides notice of the following update to
(Vendor Name)

Contract number: R180903, R200108 & R220904 for Roofing, Job Order Contracting, and Exterior Services
Contract Title
on this date, June 05, 2023

Instructions: Vendors must check all that may apply and shall provide supporting documentation. Place your initials next to each item to confirm that documents are indeed included. **Request received without supporting documentation will be returned.** Be sure to sign prior to submitting your update for approval. **This form is not intended for use if there is a material change in operations, which may adversely affect members, i.e. assignment, bankruptcy, change of ownership, merger, etc.** Please contact a member of the OMNIA Partners Contracting Team to request a "Notice of Material Change to Vendor Contract" form.

Authorized Distributors/Dealers Addition -

Supporting Documentation

Products/Services

States/Territories

Price Update
 Supporting Documentation

Discontinued Products/Services

Other

Notes: Vendor may include other notes regarding the contract update here: (attach another page if necessary). Attached please find the list of contractors we are requesting be added to The National Cooperative Contractor roster.

Submitted By: Jane Krivos

Title: Director, Cooperative Programs

Contact Number: 216-496-3096

Email Address: jkrivos@tremcoinc.com

Approved Date 6/12/2023 | 2:43 PM CDT

Denied Date

DocuSigned by:
Robert Zingelmann
Region 4 ESC: 0B1D33BB0130490
Robert Zingelmann



August 25, 2022

Ms. Jane Krivos

jkrivos@tremcoinc.com

Director, Cooperative Programs

Weatherproofing Technologies, Inc.

3735 Green Road

Beachwood, OH 44122

Re: Renewal Award of Contract #R180903

Dear Ms. Krivos:

Per official action taken by the Board of Directors of Region 4 Education Service Center on August 23, 2022, Region 4 ESC is pleased to announce that Weatherproofing Technologies, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 26, 2018, and subsequent performance thereafter:

Contract

Roofing Products, Services, and Job-Order-Contracting Services

The contract will expire on February 29, 2024, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Fred Flores, at (713) 554-0494 or fred.flores@omniapartners.com.

The partnership between Weatherproofing Technologies, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:


30EE15BFEF1C4C6...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



Roofing Products, Services, and Job-Order-Contracting Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 18-09

RFP Issued: June 21, 2018

Pre-Proposal Date: July 9, 2018

Response Due Date: July 26, 2018

Proposals Received: 6

Awarded to: Weatherproofing Technologies, Inc.

Region 4 ESC issued RFP 18-09 on June 21, 2018, to establish a national cooperative contract for roofing products, services, and job-order-contracting services.

The solicitation included cooperative purchasing language in Section A.1 - Background:

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Participating Agencies") solicits proposals from qualified Offerors to enter into a Vendor Contract ("contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable."

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On July 26, 2018 proposals were received from the following offerors:

- F.H. Paschen, S.N. Nielsen & Associates LLC
- Harness Roofing Inc.
- RL National Roofing Partners, LLC dba National Roofing Partners 'NRP'
- RoofConnect Logistics, Inc. dba RoofConnect
- RS Commercial Construction, LLC
- Weatherproofing Technologies, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Weatherproofing Technologies, Inc. and proceeding with contract award upon successful completion of negotiations.

Region 4 ESC, National IPA and Weatherproofing Technologies, Inc. successfully negotiated a contract, and Region 4 ESC executed the agreement with a contract effective date of March 1, 2019.

Contract includes:

- Roofing products
- Installation, removal, repair, and remediation services
- Multiple delivery methods
- OLI Information and Asset Management Software
- Value-add services such as HVAC, Plumbing, and other contractor services

Term:

Initial two-year agreement from March 1, 2019 through February 28, 2021 with the option to renew for three (3) additional one-year periods through February 28, 2024.

Pricing/Discount:

Line item pricing on specific roofing products, hourly wages, and an option for JOC delivery through RS Means coefficients.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Vendors/Pages/WeatherproofingTechnologies.aspx#tabs-contract>