

TIPS Vendor Agreement (JOC) Part 2 Only

Between Simon Roofing & Sheet Metal Corp., dba SR Products and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210603 Roofing (2 PART JOC) - PART 2 ONLY

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book or Xactimate Pricing occur, the RS Means Book or Xactimate Pricing shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book or Xactimate Pricing.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that

exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book or Xactimate pricing is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book or Xactimate pricing unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within

five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

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

Smoking

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms

and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members’, the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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 order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members with 30 days’ notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County,

Texas.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS

sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

CERTIFICATIONS

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that 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 per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RFP 210603 Roofing (2 PART JOC) - PART 2 ONLY

Company Name Simon Roofing and Sheet Metal Corp., dba SR Products

Address 1380 Highland Road

City MAcedonia State OH Zip 44056

Phone 330-998-6500 Fax 330-998-6600

Email of Authorized Representative cstrunk@simonroofing.com

Name of Authorized Representative Cyndi Strunk

Title VP Operatins/Finance, SRPSG

Signature of Authorized Representative *Cyndi Strunk*

Date 7-7-2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

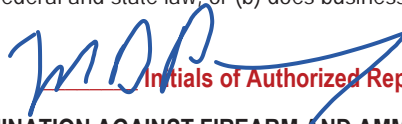
Date 9-30-2021

Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor Simon Roofing and Sheet Metal/ SR Products TIPS Solicitation # 210603 P2

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).


Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.


Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.


Initials of Authorized Representative of Vendor, if applicable

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210603
SR Products
Supplier Response

Event Information

Number: 210603
Title: Roofing (2 PART with JOC)
Type: Request for Proposal
Issue Date: 6/3/2021
Deadline: 7/16/2021 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT 180702 Roofing (JOC), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ROOFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180702 Roofing (JOC).

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SR Products Information

Address: 1380 Highland Road
Macedonia, OH 44056
Phone: (330) 998-6500
Fax: (330) 998-6600
Toll Free: (877) 901-5352
Web Address: www.simonroofingproducts.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Cyndi Strunk

Signature

Submitted at 7/12/2021 3:57:57 PM

cstrunk@simonroofing.com

Email

Requested Attachments

Supplementary

Simon Roofing Safety.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY

210603 Vendor Agreement PART 1 ONLY.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 1 ONLY

210603 Agreement Signature Form PART 1 ONLY.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1 PART 1 ONLY

210603 Pricing Form 1 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY

210603 Vendor Agreement JOC_PART 2 ONLY.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY

210603 Agreement Signature Form PART 2 ONLY.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

210603 Pricing Form 2 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Warranty

Owners_Care_and_Maintenance_Guide.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items No response

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY No response

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Reference Form (PARTS 1 & 2) Reference Form (PARTS 1 & 2).xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services 2021 Qualification Statement.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

All Other Certificates ISO certifications.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks No response

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY CERTIFICATION OF CORPORATE OFFERER FORM.pdf IF OFFERER IS A CORPORATION

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying," No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form 210603 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Bonding Letter.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

SR Products Solutions Group W9 signed.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="No"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Simon Roofing, now in its second century of continuous operation clearly stands apart from its competitors. Specializing in the installation and manufacturing of the highest quality roofing and waterproofing products available, Simon Roofing prides itself in offering its clients a single source of responsibility. With over fifty offices throughout the United States we are committed to maintaining a safe and drug free environment. Simon's commitment to state-of-the-art technology, unique roofing products and unparalleled asset management tools have propelled the company into a leading position in the roofing industry. We provide a variety of solutions based on a buildings actual needs whether it be preventative maintenance, repair, or roof replacement. Our clients represent ever sector of the industrial and commercial building environment including local and federal government contracts throughout the fifty states."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Mike Perry"/>

7	Primary Contact Title Primary Contact Title <input type="text" value="President"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="mperry@simonroofing.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7574340674"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7574969182"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7574340674"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Cyndi Strunk"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="VP Operations/Finance, SRPSG"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="cstrunk@simonroofing.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3309986500"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3309986600"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3306074813"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Laura Leland"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="lleland@simonroofingproducts.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3309986500"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Laura Leland"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="lleland@simonroofingproducts.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3309986500"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.simonroofingproducts.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="SR Products Solutions Group"/>
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26	Primary Address Primary Address <input type="text" value="1380 Highland Road"/>
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27	Primary Address City Primary Address City <input type="text" value="Macedonia"/>
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2
8

Primary Address State

Primary Address State (2 Digit Abbreviation)

OH - OHIO

2
9

Primary Address Zip

Primary Address Zip

44056

3
0

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Roofing Rubberized Structural cement
Inspection Leak
Repair Emergency
BUR Thermoplastic
Tar Elastomeric
Mastic Cold-applied
Asbestos Metal
Insulation Single ply
Flashing Polymer
Asphalt Pitch pocket

3
1

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

3
2 **Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

3
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

**3
6** Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

**3
7** TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**3
8** REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

**3
9** REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

40 REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

41 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

42 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

43 Years experience in this category of goods or services.

Company years experience in this category of goods or services?

44 Resellers:

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4 5	Right of Refusal Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="Yes"/>
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4 6	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 7	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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4 8	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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4 9	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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5 0	Regulatory Standing Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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 bid, 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 bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid 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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

5 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

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 \$250,000 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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1 **2 CFR PART 200 Procurement of Recovered Materials**

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

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 **2 CFR PART 200 Rights to Inventions**

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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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3 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 4 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 5 2 CFR PART 200 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 6 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, 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 the District resulting from this procurement process.

Does vendor agree?

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Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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 a 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 or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with 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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

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2** **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.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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3** **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

Yes, I Agree (Yes)

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4** **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

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5** **Remedies Explanation of No Answer**

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6** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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7** **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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8** **Alternative Dispute Resolution Explanation of No Answer**

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9** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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0** **Infringement(s) Explanation of No Answer**

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1** **Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

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2 **Acts or Omissions Explanation of No Answer**

No response

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3 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

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4 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

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5 **Insurance and Fingerprint Requirements Information**

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

7 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 & 2270 Verification Form**

8 Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

9 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

90	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
-----------	--

91	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="No response"/>
-----------	---

92	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
-----------	---

93	Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
-----------	--

94	Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. <input type="text" value="price increases will be <14% annually per question"/>
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**9
5** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**9
6** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**9
7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**9
8** **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

99 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

100 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

101 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

102 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services in the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

References are Required for PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Lake County, IL	Chad Wright	cwright@lakecountyil.gov	903-527-2002
City of Lewisville	Francis Mascarenhas	fmascarenhas@cityoflewisville.com	972-219-3769
University of North Texas	Sharon Kirkpatrick	sharon.bercel-kirkpatrick@unt.edu	940-891-6758
Prince George's County Government	Tyrone Simmons	tcsimmons1@co.pg.md.us	301-343-1481
Howard University	Alfonzye Chisholm	achisholm@howard.edu	202-359-5867
Charles County Government	David Defalco	defalcod@charlescounty.org	240-299-1002
Wilmette Park District	Kristi Solberg	ksolberg@wilpark.org	847-256-9639

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Simon Roofing & Sheet Metal Corp
(Name of Corporation)

Rocco Augustine certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Cyndi Strunk
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

VP
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

Rocco Augustine
SIGNATURE

7/1/2021

DATE

Required Confidential Information Status Form

Simon Roofing & Sheet Metal Corp., dba SR Products

Name of company

Cyndi Strunk, VP Operations/Finance SRPSG

Printed Name and Title of authorized company officer declaring below the confidential status of material

1380 Highland Road

Macedonia

OH 44056

330-998-6500

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Cynthia Strunk

Digitally signed by Cynthia Strunk
Date: 2021.07.06 10:41:14 -04'00'

Date 7-6-2021



June 7, 2021

Re: Bonding Reference Letter
Simon Roofing & Sheet Metal Corp.

To whom it may concern:

Western Surety Company, a subsidiary of CNA Surety, is the surety company for Simon Roofing & Sheet Metal Corp. We know the principals of Simon Roofing & Sheet Metal Corp. to be of the highest integrity and ability and highly recommend them to you.

Western Surety Company's program parameters for Simon Roofing & Sheet Metal Corp \$3,000,000 single \$25,000,000 aggregate. Favorable consideration would also be given to projects that would exceed these levels subject to customary underwriting guidelines. Specific bond approvals would, of course, be based on the particular circumstances of a given project and any arrangement for bid or final bonds is a specific matter between Simon Roofing & Sheet Metal Corp. and Western Surety Company.

Western Surety Company is A.M. Best rated "A" (Excellent). They are domiciled in Sioux Falls, South Dakota. They are listed in the Treasury Department Circular 570 with a single bond limit of \$144,482,000.

If I can be of further assistance, please feel free to contact me at 567-803-4454. Thank you.

Best regards,

WESTERN SURETY COMPANY

A handwritten signature in blue ink that reads "Catherine M. Krueger".

Catherine M. Krueger
Attorney-in-fact

CERTIFICATE



TUV Rheinland of North America, Inc.
295 Foster Street, Suite 100, Littleton, MA 01460

Hereby certifies that



**70 Karago Avenue
Boardman, OH 44512**

has established and maintains a quality management system for the

Provider of Building Envelop Solutions

An audit was performed and documented in Report No 3269.
Proof has been furnished that the requirements according to

ISO 9001:2015

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of
ISO 9001:2015 requirements may be obtained by contacting TRNA.

Certificate Registration No.

74 300 3269

Certificate Issue Date
July 21, 2018



Certificate Expiration Date
July 20, 2021

A handwritten signature in blue ink that reads 'Robert Djuronic'.

Reissue Date: July 10, 2018

Certification of Management Systems

CERTIFICATE

TUV Rheinland of North America, Inc.
295 Foster Street, Suite 100, Littleton, MA 01460



Hereby certifies that



Simon Roofing

**70 Karago Avenue
Boardman, OH 44512**

*Please note additional locations listed on Appendix

has established and maintains a quality management system for the
**Manufacturing, Installation and Service of High Quality, Resistant Coating Formulations &
Materials for Building, Construction and Specialty Applications for Their Clients**

An audit was performed and documented in Report No 3269.
Proof has been furnished that the requirements according to

ISO 9001:2008

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of
ISO 9001:2008 requirements may be obtained by contacting TRNA.

Certificate Registration No.

74 300 3269

Certificate Issue Date
July 21, 2015



Certificate Expiration Date
July 20, 2018

Certification of Management Systems

SAFETY

Simon Roofing's #1 Core Value.

We strive to always provide a work environment at our offices and on our job sites that is inherently safe and free from recognizable hazards and situations that could result in injury or illness to our employees.



The leadership at Simon Roofing is deeply committed to maintaining the safety of its employees. The Safety Governance Committee is led by our Chief Legal Counsel and is comprised of key members of the Safety & Environmental Health department, owners and executives. This committee meets on a routine basis to resolve any safety concerns and review recommendations for improvement.



Simon Roofing employees complete extensive safety training during orientation and also receive ongoing safety education throughout their employment. Training for specialized circumstances, including those involving hazardous environments or unfamiliar materials and equipment, is provided and documented as needed.



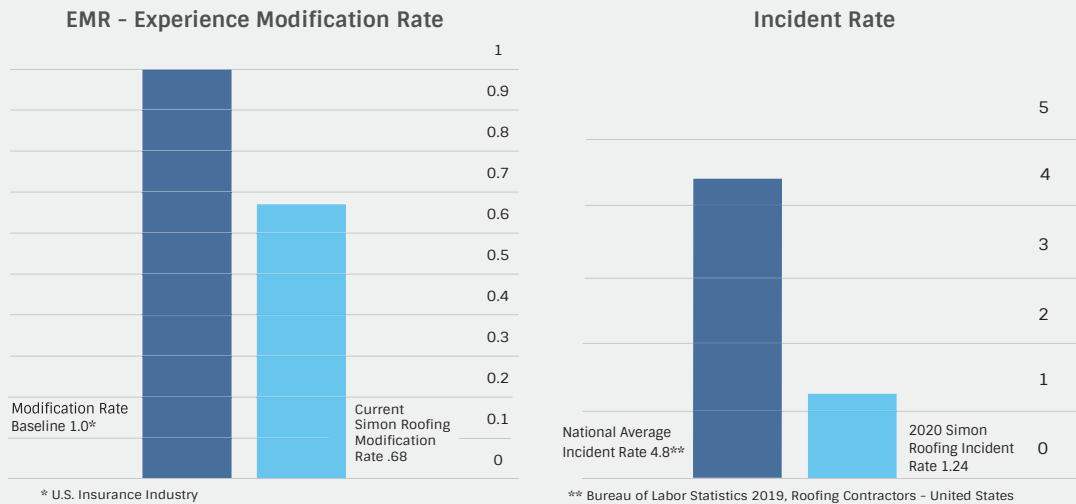
We believe our comprehensive Site-Specific Safety Plans are the best in the industry. Each Simon Roofing job begins with a pre-job inspection by the Safety Coordinator and Project Manager. Safety practices on the job continue to be monitored through daily inspections conducted by a Simon Safety Coordinator and periodic/unannounced inspections made by management.



Simon Roofing demands total control of who is on our customers' roofs, which is why we self-perform more than 99% of our service work on a national level. That's also why we require all prospective Simon employees to pass extensive background checks, including e-Verification. In addition, drug screenings are required both at the time of hiring and on an ongoing basis throughout employment.

Safety Record

Safety remains a priority in every aspect of our business. Simon Roofing is very proud of its safety record, which continues to be better than most in the commercial roofing industry.



A Safer Experience

The more complicated the roof and the more sensitive the business, the better fit we are. As a result, we serve many healthcare, industrial, chemical and manufacturing clients throughout the U.S.

Insurance Casualty Policy Limits:

- Workers' Compensation - Statutory
- Automobile Liability - \$1,000,000
- General Liability - \$1,000,000
- Umbrella Liability - \$50,000,000
- Professional Liability - \$2,000,000



BUILDING SOLUTIONS



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

OWNER'S CARE AND MAINTENANCE GUIDE



SR PRODUCTS™
CUSTOMER SATISFACTION SINCE 1900

Owner's Care & Maintenance

1380 E. Highland Road • Macedonia, OH 44056
Phone: 330.998.6500 Fax: 330.998.6600

SR Products Roof Membrane System Care & Maintenance Information

We are pleased to present the MOST COMPREHENSIVE and INNOVATIVE WARRANTY PACKAGE available! At SR Products, you will find the people, solutions and performance that only a LEADER in the development of advanced roofing systems and services can provide. The SR Products Systems Warranty provides a QUALITY ROOF and of QUALITY SERVICE into the future.

Enclosed in this package you will find:

- Your SR Products Systems Warranty
- Your Care and Maintenance Guide to help show you how to take the steps that are required to maximize the long-term performance of your roof. Such care can keep your roof performing long after the warranty has expired.
- Information on pre-paid long-term care and maintenance services that are available. Please refer to the back of your warranty document to confirm if a maintenance service was purchased with your warranty at no additional charge.

Please review this information and call us if you have any questions. We are pleased to have been able to serve your roofing needs and look forward to providing valuable services to you in the future. We know you have many choices in the marketplace and we thank you for choosing to work with us.

Sincerely,

SR Products



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I. Introduction

SR Products Roofing Systems Warranties, in the event of a leak, will cover the cost of labor and material to stop the leak in the roofing system that is caused by faulty workmanship or a SR Products supplied product.

In many cases, the SR Products Roofing System is installed and terminated at building components, such as walls, ducts, stacks, masonry, etc., which may fail and cause a leak. Such a failure is excluded from the SR Products warranties.

Periodic maintenance to the roofing system **is required** to address those locations where moisture could infiltrate and cause damage. **It is imperative that the building owner recognizes the importance of preventative maintenance in keeping the warranty in full force and effect and in an effort to increase the life expectancy of the roofing system beyond the warranty period.**

This booklet represents the applicable information available at the time of its publication. Owners, specifiers and authorized roofing contractors should consult SR Products or their SR Products Representative for any information, which has subsequently been made available.

II. Preventative Maintenance

1. General Care and Maintenance – Owner's Responsibility

NOTE: Please refer to the back of your warranty document to determine if maintenance visits have been included with your warranty. The items included in the maintenance visits is clearly defined on the back of the warranty and are designed to assist you in properly maintaining your roof, which will result in extended roof life. These services do not absolve the owner of their responsibilities to perform the items described below between site visits.

The following is a list of general care and maintenance requirements for SR Products Roofing Systems. These maintenance items will help attain maximum performance from the roofing system.

- a. Provide proper drainage. Keep the roof surface clean of leaves, twigs, paper or accumulated dirt at drain areas, to avoid clogged drains. Excessive ponding of water on the surface of the membrane will increase the probability of moisture entering the structure in the event of a puncture or cut in the membrane and will also reduce the life expectancy of the roofing system.
- b. Avoid degrading the roof membrane. Due to possible degradation, do not expose membrane to the following:
 1. Liquids containing petroleum products
 2. Solvents
 3. Grease used for lubricating rooftop units
 4. Oils (new or old) used for air conditioning or compressor units
 5. Kitchen wastes or other fats
 6. Chemicals

Catch pans and proper drainage of these pans or other means may be used for membrane protection. Prolonged exposure to these materials will cause possible degradation of the membrane if spills are not removed.

SR Products may be contacted to identify certain effects of these materials on the membrane.

- c. Limit foot traffic. Unprotected areas of roofing membranes are more susceptible to damage from re-occurring foot traffic. Care must be used to avoid damage to the membrane.

CAUTION: Smooth surface roofing membranes are slippery when wet. SR Products recommends the placement of Walk Treds to and from all areas needing maintenance access. Exercise caution when not walking on walkways, particularly while walking on smooth surface membrane systems, since ice and frost build up may not be as visible.

- d. Exercise care with tools and equipment to avoid puncturing the membrane, flashings and single ply systems when it is necessary for workers to be on the roof to service rooftop equipment, e.g., HVAC units, antennas, etc.

Walkways should be provided if regular traffic is required or if rooftop equipment has a maintenance program.

When servicing units, care should be taken to avoid placing metal doors, lids, pans, or sharp objects on the roof membranes.

When moving units or equipment on roofs, avoid overloading and membrane damage by placing smooth plywood over the membrane prior to moving the equipment.

- e. Avoid damaging the membrane if the removal of snow is necessary. Use plastic shovels or “leaf blowers” and pay particular attention when working around curbs or other areas where flashing can be damaged. Snow blowers and shovels with sharp edges must not be used.
- f. Exercise care when painting walls (above flashing) or other rooftop equipment. Protect membrane during paint application with smooth plywood to avoid damage by painting equipment and workers. Do not allow painting of flashings along with the wall. Some paints can harm the roofing materials.
- g. Remove all debris, such as, glass, bolts, nails, screws, metal shavings, etc. and any other material that may promote punctures or cuts to the membrane.
- h. Metalworker – Keep roof maintenance items, such as counter flashing, caulking, metal curbs, metal pipes and pitch pockets sealed and watertight at all times. Perform inspections at least twice a year. **Caulking and sealants are maintenance items (not warranted by SR Products) and should be addressed as needed. Metal not provided by SR Products or not specified in the SR Products warranty is not covered as a part of the warranty.**
- i. **Roof membrane surface coatings and mineral/aggregate loss are considered maintenance items and should be replaced as needed. CAUTION: The application of surface coatings not approved by SR Products may result in membrane damage.**

2. Periodic Inspections

- A. Please refer to the back of your warranty document to determine if maintenance visits have been included with your warranty. The items included in the maintenance visits is clearly defined on the back of the warranty and are designed to assist you in properly maintaining your roof, which will result in extended roof life. These services do not absolve the owner of their responsibilities to perform the items described below between site visits.
- B. A periodic inspection program should be established by the building owner and manufacturer's representative. **Roof inspections should be conducted by qualified personnel, beginning when the roof is completed and continuing at least twice a year thereafter, preferably, in the spring and the fall.**
- a. The inspection should concentrate on "high risk" areas such as roof hatches, drains, all rooftop equipment and perimeters, as well as general inspection of the entire roofing system.
 - b. Periodic inspection should also include the examination of the roof deck from the underside for evidence of leaks, deteriorated decking, structural cracks, or movement and other deficiencies. Parapets and edgings should also be examined for evidence of cracking, deterioration and moisture infiltrations.
- C. In addition to the scheduled semiannual inspections, roof inspections should also be conducted whenever any of the following conditions occur:
- a. Exposure of the roof to severe weather conditions, such as strong winds, hail or long continued heavy rain.
 - b. Examine the roof for severely ponded conditions, broken pavers, displaced pavers or gravel, debris, and any other damage to the building components that may allow moisture to infiltrate. The membrane should also be examined in areas where damage has been identified due to punctures, tears or loose fasteners.
 - c. After repair or replacement of rooftop equipment, and at any other time when the roof may become exposed to activities of other trades where damages may occur.
 - d. Examine the roof for spills, debris, sharp objects, membrane punctures, and possible delamination on adhered roofing systems caused by constant foot traffic.
- D. Your SR Products Representative can provide recommendations for the correction of any damage found that is not covered by your service plan.
- a. Certain SR Products warranties provide for a free initial inspection in the first 2 years after installation. This inspection is conducted by SR Products. This free inspection does not relieve the owner's responsibility to establish a periodic inspection program as described above.
 - b. However, extensive inspection and maintenance services can be provided as part of some SR Products warranty options.

3. Inspection and Maintenance Services

Pre-paid, long-term service plans beyond the scope of service warranties, are available from SR Products. Please contact your SR Products representative.



III. Leak Investigation

1. On metal decks, it is important to identify the direction of the deck flutes and deck slope. Moisture may infiltrate through the roofing system and migrate in the lower ribs of the deck and leak inside the building in low areas.
2. Roof assemblies that lack adequate insulation may leak from condensation; therefore, it is important to determine the leak location and frequency.
3. Begin leak investigation by conducting a thorough, visual inspection of the general location on the roof where leaks have been detected inside the building.
 - a. Inspect areas of ponded water, if the roof is dry at the time of investigation, areas of ponded water can be identified by accumulated residue on the membrane.
 - b. Check areas around mechanical rooftop equipment, drains, gravel stops, curbs, expansion joints, pipes, etc. to identify cuts, punctures or damage.
 - c. Explore the condition of metal flashing (i.e., edging, coping, expansion joint covers, etc.).

NOTE: On Ballasted Roofing Systems, if leaks are a result of punctures or small cuts in the membrane, it will be necessary to remove the ballast using a push broom prior to further investigation.

IV. Emergency Repairs (Temporary Repairs)

Repairs should only be performed by qualified workers. Emergency repairs required to provide immediate protection from water infiltration may be performed by the building owner; however, permanent repairs must be completed by a SR Products Approved Roofing Applicator when weather conditions permit.

1. Wet Surface Emergency Repairs

- a. Remove as much water as possible.
- b. Apply SR Products SR Emergency Patch to the membranes where a leak is suspected.

2. Dry Surface Emergency Repairs

- a. Clean the membranes of dirt and debris.
- b. Apply SR Products RMA Elastic and SR Glass Mesh to the damaged area.

3. Proper repairs may be completed by a SR Products Approved Applicator. SR Products shall be contacted by the building owner to coordinate long-term repairs, if needed.

Note: In the event of a leak in the roofing system or flashing assembly, the Building Owner must notify SR Products in writing within ten (10) days after discovery of the leak.

V. Handling Warranted Repairs

1. When repairs are necessary on warranted roof projects, SR Products relies on their local Field Representative to determine what repair is required and if it is within the coverage of the SR Products warranty. With few exceptions, SR Products will request that the permanent repair be completed by the original SR Products Approved Applicator who installed the project.
2. The SR Products Approved Applicator or building owner must contact SR Products' Field Representative prior to performing warranted repairs on warranted roof projects.

VI. Handling Non-Warranted Repairs

If, as determined by SR Products' representative, the required correction involves items outside the coverage of the SR Products warranty, the customer is required to have corrections completed within a reasonable time by a SR Products Approved Applicator, at the Owner's expense, in order to resume coverage under the SR Products warranty.

VII. Wind Disturbance

The membrane system warranties offer a wind protection up to 74 mph peak gust wind speed, which is measured at 10 meters above ground level. When wind disturbance is encountered, SR Products must be contacted with specific documentation of the causes and to investigate if needed.

Depending on the type of roofing system, the wind impact will vary.

1. Adhered Roofing Systems

If membrane delamination, insulation facer delamination or loss of insulation attachment occurs, SR Products must be contacted with documentation as to the cause and be given the opportunity to evaluate the situation.

2. Ballasted Roofing Systems

- a. Minor scouring of the gravel may occur, especially at the corners and some perimeter areas. If pavers were used, displacement may be observed. Minor scouring of gravel and displacement of pavers should be corrected by adding additional gravel to the bare spots of the membrane; however, when major scouring is observed, SR Products must be contacted for recommendations.

Note: Major scouring may contribute to displacement of insulation beneath the membrane and possible loss of membrane attachment, as well as more rapid weathering of the exposed membrane.

- b. Deteriorated or broken pavers should be replaced with an equally weighted paver. If interlocking pavers were used, the paver manufacturer must be consulted concerning a recommended repair.

3. Mechanically Fastened Roofing Systems

Correction, repairs or enhancements to Mechanically Fastened Roofing Systems will greatly vary depending on original roof design, wind zone, building height and any large openings in the building. SR Products must be contacted with specific conditions to evaluate the situation and determine a solution or enhancement.

Note: When a wind disturbance is detected, SR Products suggests the owner take immediate steps to add temporary ballast (i.e., sand bags, tires, etc.) to keep the affected area from expanding, even during lesser winds, and use emergency repairs to close any openings. At the same time, SR Products must be contacted, and it is recommended your insurance company be notified as well. Verbal notifications should be confirmed in writing.

VIII. Loose Walkways

If loose walkways are observed, the walkway should be re-secured with approved adhesives.

Note: Walkways are a maintenance item and are not warranted by SR Products. Service warranties do not include replacement or reattaching of walkway pads. (SR Products will advise owner of condition only, as part of regular service inspection.)

IX. Guidelines for Adding or Modifying Rooftop Equipment*

Rooftop equipment changes on commercial, industrial or institutional facilities are not unusual. A prudent property owner or facility manager should consider the following important points when adding to or modifying rooftop equipment.

1. Warrantor Requirements

SR Products warranties will be null and void if changes or modifications are made to a roof system without written authorization. Therefore, an owner must provide written notice of proposed rooftop equipment modification to SR Products before construction begins. The notice verifies that the proposed modifications conform to the warrantor's specifications for construction details, methods and materials. These requirements can be obtained from SR Products Technical Services Department.

Our warranties require that a SR Products Approved Applicator be retained to perform rooftop equipment modifications.

2. Warrantor Approval

For a building owner to have modifications approved, he must effectively communicate his plans to SR Products. The following should be mailed to SR Products and marked to the attention of the Technical Services Department.

- a. A letter that specifically states the intended modifications and their expected completion dates.
- b. A roof plan that clearly identifies the equipment modifications, as well as construction details that show how the modifications are to be made.
- c. Specifications – if they have been prepared for the project – should be included even if the work is being coordinated by a general contractor and the roof system modifications are being handled by a subcontractor. Owners should state in the roofing specification that SR Products must give written approval of the contractor and details before construction may begin.

The entire packet of information should be sent via certified mail or registered mail to:
SR Products, 1380 E. Highland Road, Macedonia, OH 44056.

It is important the owner keep copies of all correspondence for the duration of the warranty period and roof system's life. Accurate records will help avoid future conflicts if responsibility for certain conditions or actions come into question.

3. Hiring a Professional

Successful modification projects result when quality-oriented, knowledgeable personnel perform the work. Selecting a roofing contractor with experience installing and repairing systems similar to the existing roof system and knowledge of appropriate methods for installing watertight details is key. **(SR Products Approved Applicator must be utilized.)**

Most mechanical (heating, ventilation and air condition [HVAC]) contractors will not have the expertise, equipment or SR Products' authorization to provide a watertight tie-in between the roof membrane and new rooftop mechanical equipment. At best, many only will be able to provide a temporary seal until a roofing contractor can complete the permanent watertight detail. Having a mechanical contractor apply a temporary seal should be avoided.

4. Appropriate Installation

For new equipment to be incorporated successfully into an existing roof system, support and flashing of the equipment and service lines are critical. The following guidelines are offered.

- a. **The equipment doesn't have to be placed on the rooftop.** Flashings associated with rooftop equipment are a potential source of leakage because they easily are damaged by personnel servicing the equipment. When possible, equipment should be placed on the ground next to the building, on elevated platforms adjacent to the building or in mechanical penthouses. Service lines then can be run through a building's wall. This greatly reduces the number of penetrations through the roof and lowers the potential for related leaks.
- b. **The use of a penthouse to enclose rooftop equipment also should be considered.** If the equipment requires frequent maintenance or has sensitive components or many service lines, erecting a structure to enclose it may help ensure watertight service. However, a structural engineer should be consulted regarding the feasibility of building one.
- c. **Structural capability or support usually determines the equipment mounting method, but the watertight integrity of the equipment is just as important.** Unfortunately, some HVAC equipment manufacturers give little regard to the watertight integrity of equipment housing. For example, flat laps in horizontal sheet metal, fasteners without washers with gaskets and lack of water shedding louvers commonly result in leaks.

Most manufacturers rely on a simple steel pan to collect condensate and rainwater not shed by the primary housing. This pan can overflow or rust and doesn't accommodate drainage well, creating a leakage problem in the buildings interior. When the watertight integrity of the equipment is in question, the mounting method should be evaluated. For example, a support stand may be preferred to a curb for units that collect condensate because less leakage will occur.

- d. **An owner should encourage a roofing professional to consult industry-accepted flashing details when installing new equipment.** The NRCA Roof and Waterproofing Manual, Fifth Edition, provides guidelines for common conditions. Some of these include support curbs and stands, prefabricated metal unit curbs; job-site fabricated wood unit curbs, sheet metal enclosures for service lines, stacks, pipes and pipe roller supports.

(Note: as explained in 2.c. above, the detail must be approved in advance by SR Products.)

- e. **We generally do not recommend using "sleepers" or pitch pockets (e.g., penetration pockets).** Sleepers (e.g., 4 x 4 [100- by 100-mm] treated lumber) are placed on a roof's surface, on top of which equipment is set. The equipment's weight may cause the roof insulation to compress, which could lead to membrane rupture. Additionally, the sleepers and equipment are not secured and offer no wind uplift resistance other than which is provided by the unit's dead load.

Pitch pockets are not the preferred penetration detail because the filler may shrink and cause water collection that eventually results in leaks. As a result, pitch pockets require frequent inspection, as well as maintenance. When there is no alternative, design improvements are available with non-shrink grout and rain collars to enhance a pitch pocket's performance.

- f. **All equipment service lines should be accessible from the rooftop and allow for disconnection or shut-off.**
- g. **Vibration dampers should be used as recommended by the equipment manufacturer.** When using vibration dampers, positive attachment of the equipment is required to provide the necessary wind uplift resistance.
- h. **Ductwork should have a watertight seal.** The methods used to connect and seal ductwork must accommodate the air pressure or vacuum within the ductwork, maintain a bond to the ductwork and allow the metal to move. When ductwork requires external insulation, a waterproofing jacket or membrane must be installed over the insulation.

Building owners should choose insulation and waterproofing combination that provides long-term watertight performance. (Often, simplistic, low-cost solutions can be problematic.) In most cases, a roof membrane or second sheet-metal skin should be used to waterproof the insulation and ductwork – a single-ply membrane with heat-welded seams often is a good choice.

5. Roof System Protection

Temporary protection of an existing roof system is critical to maintaining watertight integrity and long-term performance when construction activities must occur. Mechanical (e.g., foot traffic, punctures, heavy loads) or contaminant (e.g., paint, refrigerant, acids) damage can destroy a roof system. Temporary protection is an option; however, even the most elaborate types of protection cannot guard against excessive abuses and poor housekeeping practices.

Because the type of temporary protection depends on several criteria, such as roof membrane type, insulation and expected abuses, SR Products must be consulted for specific recommendations. The following general guidelines should be noted:

- a. Plywood and oriented-strand board are the most common types of temporary protection. These panels help distribute loads while providing solid, durable working platforms; however, panels can cause damage, especially to single-ply membranes. The panels should not be dragged during placement because gouges and punctures may result. A layer of moisture-resistant insulation (e.g., extruded or expanded polystyrene insulation [EPS]) can be placed between the panel and some roof membrane systems for additional protection (not applicable over coal tar).
- b. When storing materials on a roof, membrane protection and even load distribution should be provided. Materials should not be stored on the roof system's surface for extended time periods. Doing so can compress the insulation, rupture or puncture the membrane, and retain moisture on the membrane.
- c. Hygroscopic materials should not be used as temporary protection, especially if the protection must remain for an extended time period. For example, rosin paper and cardboard may be excellent protection for keeping paint overspray off surfaces, but these materials will be damaged by moisture.
- d. Point loads, such as scaffolding, are best avoided unless the loads can be distributed across the roof system's surface. If a load is large, it may have to be transferred directly to the roof deck or
- e. supporting structure. Support legs or a framing system can be installed and flashed into the existing roof for watertight service.

- f. Construction debris must be removed on a regular basis. This decreases the risk of punctures to the roof membrane, overloading the structure and water retention.
- g. There should be protection (e.g., a membrane walkway pad) at all access locations, such as ladders and doorways. Installation of temporary walkways also should be considered if rooftop traffic is frequent, concentrated to a particular area or restricted to the same pathway.
- h. All personnel should check shoes or boots for sharp objects before stepping off temporary protection and onto the roof membrane.

6. Conclusion

By carefully planning for, documenting and implementing modifications to a roof system, a building owner can protect his investment while accommodating the facility's needs.

*This section is an excerpt from Professional Roofing, May 1997 by Terrance R. Simmons, RRC.

X. Warranty Transfer

1. Some SR Products warranties, where specifically stated in the warranty, may be transferred by the Building Owner to a subsequent purchaser of the property with the following procedure:
 - a. The Building Owner to whom the warranty was issued must give SR Products not less than ten (10) days written notice before a proposed transfer.
 - b. SR Products will make every effort to inspect the roofing system and provide the Owner and proposed purchaser with a written report on its finding within 30 days.
 - c. Based on the report, SR Products may require certain maintenance and/or corrective actions to be completed prior to approving the transfer of the warranty.

Review the appropriate SR Products warranty for specific warranty coverage, terms, conditions and limitations.

XI. Service Programs from SR Products

Please refer to the back of your warranty to determine if maintenance visits have been included with your warranty. Additional service programs can be purchased for up to the length of the warranty at intervals of once every other year, or once per year. These programs are designed to assist you in properly maintaining your roof, which will result in extended roof life. SR Products also offers programs, which can provide the owner with additional service program/warranty options upon the expiration of the original warranty. Please contact your SR Products representative.

End of Warranty Care and Maintenance Manual Section



1380 E. Highland Road
Macedonia, Ohio 44056
Phone: 330.998.6500
Fax: 330.998.6600

SUPERIOR PERFORMANCE WARRANTY

Building Name _____
Building Address _____
Building Owner _____
Roof Identification _____
Contractor _____
System Type _____
Total Sq./Ft. Coverage _____
Flashing Type _____
Completion Date _____

Sample

Simon Roofing, an Ohio Corporation, guarantees to the Building Owner, subject to the terms, conditions and limitations stated herein, it will repair or cause to be repaired any leaks into the building interior through the above described Roof Assembly System as supplied by SR Products and installed by the above named Contractor, for a period of _____ (_____) years from the date of completion. In order to renew warranty coverage under this warranty, the roof must be inspected by SR Products the _____ (_____) year after installation. After inspection, SR Products will notify the owner, in writing, of any repairs or maintenance that is required in order to renew the warranty for an additional five (5) years. In order to render the roof eligible for warranty renewal, the owner must, at its sole cost and expense, by a contractor approved by SR Products, complete all maintenance and/or repairs required by SR Products. Upon completion of all required maintenance and/or repairs, SR Products will re-inspect the roof, and upon approval of the completed maintenance and/or repairs, will issue a five (5) year warranty renewal. The owner shall notify SR Product not less than thirty (30) days in advance of each renewal anniversary, in order to arrange the inspection required by this paragraph. This warranty is not eligible for renewal beyond the number of years set forth above from the date of substantial completion of installation of the roof system.

Full Coverage

During the term of this Warranty, upon prompt written notice by the Building Owner as hereinafter provided, Simon Roofing will take appropriate action to repair leaks which may occur. Simon will inspect the roof and, if a leak is within the coverage of this Warranty, will at its own expense make or cause to be made all necessary repairs to the Simon Roof Assembly to put it into watertight condition. Should investigation reveal that a leak is caused by something other than causes covered by this warranty, investigation and repair cost shall be assumed and paid by the Building Owner, who shall affect prompt and adequate repairs in a manner compatible with the Simon System. The Building Owner will be responsible for the removal or replacement of any traffic surfaces or other appurtenances built over the roof required in order to put the Roof Assembly in watertight condition.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIMON HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR, LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. There are no warranties which extend beyond the description on the face hereof. This warranty will be governed by and construed under the laws of the state of Ohio without regard to conflict-of-laws principles that would require the application of any other law. Any Warranty expressed or implied by any representative other than an "officer" of the company, must be confirmed in writing and issued as an addendum to this Warranty.

Owner Responsibility

In the event of a leak in the roofing system or flashing assembly, the Building Owner must notify in writing within ten (10) days after discovery of the leak and provide access to the roof. THE SERVICE WARRANTY DOES NOT ABSOLVE THE BUILDING OWNER/CUSTOMER OF MAINTENANCE RESPONSIBILITY THAT IS REQUIRED TO KEEP THIS WARRANTY IN FULL FORCE AND EFFECTIVE.

As Simon does not practice engineering or architecture, neither the issuance of this Warranty or any review of the building's construction by our representatives shall constitute any additional warranty.

Simon shall have no obligation under this Warranty unless SR Products and the installing applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Roofing System.

Ninety days prior to the expiration of this warranty, you may contact SR Products for service options available at that time.

Limitations

This Warranty is not an insurance policy, nor does it obligate Simon to repair leaks if determined to be a result of the following:

- A. Building design or construction.
B. Damage to the roofing system by any natural disasters, including but not limited to, floods, lightning, hail, earthquakes, hurricane rated winds, etc.
C. Structural movement below the roof membrane and flashings.
D. Misuse of roof surface, abuse, vandalism, civil disobedience, acts of war, exposure to damaging chemicals, including but not limited to, solvents, oils and acids.
E. Condensation within the assembly or moisture vapor/liquid infiltration throughout, but not limited to, wall, window, etc.
F. Failure of the Building Owner to promptly notify in writing and receive written approval for:
1. Changes in building usage.
2. Modifications or additions of items to the existing roof.
G. Lack of positive drainage.
H. Metal components other than approved metal.
I. Loss or erosion of surfacing material including, but not limited to, reflective coatings, granules, or aggregate are not covered by this warranty.

Simon hereby assumes no responsibility for incidental or consequential damage to the structure, its contents, loss of time, profits, energy or any inconvenience from any type of roof leak or damage. Sole responsibility hereunder is the cost of repairs to put the membrane assembly into a watertight condition.

Simon's exclusive responsibility and liability under this Warranty is to make repair that may be required to return the roof to a watertight condition in accord with the obligations which are Simon's responsibility under this Warranty.

Transfer of Warranty

This Warranty may be transferred by the Building Owner to a subsequent purchaser of the property by giving no less than ten days written notice to Simon of such proposed transfer, during which time Simon will inspect the roofing system to make a written report to the building Owner and the proposed purchaser of its findings and any adjustments required.

Authorized Signature _____

Title _____

Date _____

Services Included:

As part of this warranty, SR Products will perform the following service once within the first two years of warranty.

A. Roof Inspection Services:

1. Visual inspection of the roof membrane and roof surface.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, pitch pans, HVAC equipment, skylights and access hatches.

B. General Rooftop Housekeeping Services

1. Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane subject to the Program Exclusions listed below.
2. Service will include removal of surface debris from the roof drains, gutters, and scuppers, but not clogged pipes or plumbing.
3. All debris will be disposed of at the owner's approved site location.

C. Routine Maintenance

1. Sealant voids in termination bars, counterflashings and parapet caps will be cleaned and resealed if needed.
2. Exposed fasteners will be resealed on perimeter metal details where required.
3. All pitch pans will be refilled and topped off if needed.
4. Metal projections (hoods and clamps) will be checked and resealed.
5. Soil stack leads will be inspected for curls or holes and temporarily resealed when required with appropriate materials until stack flashing can be permanently repaired.

D. Preventative Maintenance:

1. Tears, splits and breaks in the perimeter and internal membrane flashing systems and flashing strip-ins will be repaired with appropriate repair materials.
2. Tears, splits and breaks in the membrane will be repaired with appropriate repair mastic and membrane.
3. Re-secure loose metal coping caps, termination bars, counterflashings and metal edge systems where required with appropriate fasteners.
4. Dress-up reflective coatings where mastic repairs have been made.
5. Loose fasteners on roof top equipment that are exposed will be tightened and resealed.
6. Check and re-secure drain bolts and clamping rings.
7. Check strip-in around drain leads, coat with approved mastics if required.
8. Reattach loose gutter straps, seal open gutter joints, and repair gutter strip-ins where required.
9. Check scupper boxes or open solder of caulking and seal with appropriate materials if required.

Program Exclusions:

- A. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, high winds in excess of gale force, tornadoes, earthquakes, fire, vandalism, animals, or penetration of the membrane of chemical attack of outside agents.
- B. Use of material not specified by Simon Roofing or its subsidiaries.
- C. Any intentional or negligent act on the part of the warranty owner or third party, including, but not limited to, misuse, traffic or storage of materials on roof.
- D. Under no circumstance shall we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, including negligence, warranty or otherwise.
- E. Housekeeping and general roof top preventative maintenance, does not absolve the building owner/customer from completing owner required rooftop housekeeping and preventive maintenance and will not include accumulations of water, or process generated debris such as, but not limited to, food stuffs, grease, oils, chemicals, paper, sawdust, or lint. Debris from construction, maintenance or remodeling activities is also excluded.
- F. Damages incurred to the roof system or building content resulting from the owner's failure to complete required preventative maintenance and/or housekeeping will not be the responsibility of Simon Roofing.
- G. Re-coating or resurfacing of any surfacing material including minerals, gravel, ballast, reflective coatings, etc., including wind erosion is not covered under this agreement.
- H. Pavers, IRMA Systems, walking surfaces, walkways or other materials or structures placed over the roof membrane will not be moved as part of the roof inspection services and must be removed and replaced at owners cost if necessary to affect a repair.

2021

Qualification Statement



SIMON
ROOFING™



SIMON ROOFING CREED

Our top priority is to provide exceptional service to our customer. If we should stumble along the way, someone, anyone must immediately step up, take charge and care for the customer in any way possible. We will hold this behavior in the highest regard.

The bottom line: If we falter, our customer will never suffer!



Corporate Headquarters
70 Karago Ave. Youngstown, OH 44512-5949
Phone: 330.629.7663 | Toll Free: 800.523.7714 | Fax: 330.629.7399
Email: reply@simonroofing.com | SimonRoofing.com

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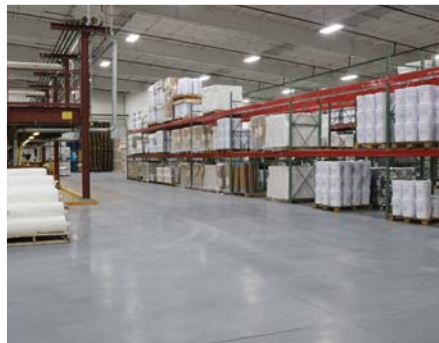
Company History

Beginning as a single office serving one local area, Simon Roofing has grown into a national, multi-faceted commercial roofing company with an employee base of more than 500 people and a footprint of 66 service centers across the entire country.

Simon Roofing's business model of manufacturer and installer allows us to stand behind both our products and service, assuring our clients we maintain full accountability for our materials and workmanship.

Well into our second century of continuous operation, Simon Roofing is currently owned and managed by the third and fourth generations of the Simon family who, like the previous generations, believe in providing customers with the best possible level of service, and making safety a top priority.

This business philosophy is one that has been and will continue to be carried on by Simon Roofing and its divisions- Simon Surfaces and Simon Products.



From the President

Having worked at Simon for more than 35 years, I take great pride in our company's unwavering commitment to honesty, integrity and truly caring about both its employees and customers. This is a tradition that's been built and maintained over the course of its 120+ year history.

Because our #1 core value is safety, and we recognize that our employees are our most important asset, extensive training in safe work practices begins the moment our employees are hired and continues throughout their careers. We also continually assess our work methods, looking for ways to bring even greater safety to our job sites and to the materials and equipment we use every day.

Simon employees are also encouraged to take an active role in promoting safety. Therefore, making suggestions is not only welcomed, but rewarded as well. Employees understand they are required to immediately report any unsafe conditions on the job site to their supervisor, and if immediate corrective action is not taken, they are to contact Simon's Safety and Health Manager.

Our ongoing focus on safety is not only for the benefit of our employees, but also for our customers. We want you to know our efforts are aimed at reducing any risk of liability for job-related accidents and the downtime these incidents can bring about.

If you have questions regarding our safety practices or anything else, I welcome you to contact me directly at 800.325.3592 or stevem@simonroofing.com.



Stephen J. Manser
President
Simon Roofing

Financial & Insurance Information

Financial Information

Primary Banking Institution

PNC Bank
100 East Federal St.
Youngstown, Ohio 44503

Independent Auditors

Cohen & Company
201 E. Commerce St., Suite 400
Youngstown, Ohio 44503

Dun's Number

11-303-3765

Bonding Capacity

\$50,000,000.00+

References

Trade References

Banner Supply
MBCI
Hertz Equipment Rental

Bank References

PNC Bank
100 East Federal St.
Youngstown, OH 44503

Insurance Casualty Policy Limits:

Workers' Compensation – Statutory
Automobile Liability – \$1,000,000
General Liability – \$1,000,000 per occurrence
General Liability – \$2,000,000 aggregate
Umbrella Liability – \$50,000,000
Professional Liability – \$2,000,000

Owners

Chelsea Hillard | Co-Owner; Organizational Leadership

A member of Simon's fourth generation, Chelsea Hillard holds a Bachelor of Science degree in Business Administration from the University of Mount Union and a Master of Arts degree in Organizational Leadership from Malone University. Chelsea oversees the Human Resources department with some involvement in the Safety Department through the Safety Governance Committee. She develops and implements programs to align the workforce and key business initiatives that support the accomplishment of corporate, business and developmental objectives.

Marisa Howell | Co-Owner; Education

Marisa Howell is among the fourth generation of Simon owners. Marisa graduated from The Ohio State University with a Bachelor of Arts in Psychology. She also obtained a Master's Degree in Education from The University of Pennsylvania. Marisa creates training programs for Simon Roofing employees.

Marian Nolletti | Co-Owner; Regional Sales

Marian Nolletti is a member of Simon's fourth generation. Marian graduated from the University of Toledo with a dual major in Professional Sales and Marketing. She has also obtained her Master of Business Administration degree with a focus in management at Nova Southeastern University. Marian primarily works in our sales divisions.

Alex J. Simon | Co-Owner

The namesake of the founder of Simon Roofing, Alex Simon represents the third generation of the Simon family to continue the tradition of unparalleled roofing expertise with 54 years of experience in the business. Alex is a 1974 graduate of Youngstown State University with a bachelor's degree in Chemistry. He is a member of the National Roofing Contractors Association (NRCA). Alex is the founder of the Simon Products line of roofing coatings and facility products.

Owners Continued

Alex Simon, Jr. | Co-Owner; Finance

Alex Simon, Jr. is among the fourth generation of Simon owners. Alex is a graduate of The Ohio State University, with a Bachelor of Science in Business Administration, specializing in Accounting. He also received a Master of Business Administration at The Ohio State University, specializing in Corporate Finance.

James J. Simon | Co-Owner

As a grandson of Alex Simon, who founded Simon Roofing in 1900, James Simon grew up in the roofing industry, and his experience now totals 47 years. He attended Youngstown State University and is a member of the National Roofing Contractors Association (NRCA). He has completed NRCA's Total Quality Management Program.

James Simon, III | Co-Owner; Operations

James Simon, III joined the fourth generation of Simon ownership with a focus on Operations in the contracting division. His goals are to improve customer service, implement new technology to set Simon apart from the competition, and make Simon the premier employer in the roofing industry. James also developed the Simetrix calculator for the SR PreVision program. He is currently pursuing a degree in Philosophy at Youngstown State University.

Jessica Simon | Co-Owner; General Counsel

As part of the fourth generation, Jessica joined Simon Roofing in 2010 as General Counsel. Prior to joining Simon Roofing, Jessica gained experience as an Associate at McCarthy, Lebit, Crystal & Liffman Co., L.P.A. in Cleveland, Ohio, and served as a judicial intern for the Seventh District Court of Appeals for the State of Ohio. Jessica is actively licensed as a Certified Public Accountant, and is admitted to practice as an attorney in the State of Ohio, as well as before the United States Tax Court and the United States District Court for the Northern District of Ohio. She earned a Bachelor of Science in Business Administration from The Ohio State University, a Master in Business Administration from Case Western Reserve University, and a Juris Doctorate from Cleveland Marshall College of Law. Jessica is an active member of the Ohio State Bar Association, the American Institute of Certified Public Accountants, the Ohio Society of CPAs and the National Roofing Contractors Association. She also serves on the Ursuline Sisters Financial Advisory Committee and the American Cancer Society CBB Committee.

Allison Thomas | Co-Owner; Marketing/Customer Experience

Allison Thomas, a member of Simon's fourth generation, is a 2014 graduate of Duquesne University with a Bachelor of Science degree in Business Administration with a specific focus in Marketing. She also obtained a Master of Business Administration degree at Youngstown State University in 2017. Allison is responsible for establishing and fulfilling marketing and promotional programs for sales representatives throughout its regional markets across the United States. Allison also manages content on all of Simon's social media platforms, develops strategies to deliver quality campaigns across multiple digital marketing channels, and maintains a focus on the customer experience at Simon Roofing.

Owners Continued

Anthony R. Vross | Co-Owner

Anthony Vross has 43 years of experience in the roofing industry in executive administration, manufacturing, operations, distribution, sales and marketing. He has brought many new concepts and technologies to the industry and was a pioneer in developing one of the first online roof management and service programs. He has authored several articles in national publications such as Shopping Center Business, Commercial Building Magazine, Facility Management Journal and Retail Restaurant Facility Business Magazine. He has been a speaker for ConnexFM and the Restaurant Facility Management Association (RFMA). Anthony holds a Bachelor of Science degree in Business Administration from Youngstown State University, where he serves on the Business Advisory Council for the Williamson College of Business Administration, and was recognized as the 2015 Outstanding Business Alumnus. He is president of Glacier Sports Inc. and a past President and Treasurer of Canfield Diamond Backers, both charitable organizations. He is also a member of the board of directors at Cortland Bank and is a member of Leadership Club for the United Way of the Mahoning Valley.

Anthony Vross, Jr. | Co-Owner; Operations

Anthony Vross, Jr. graduated from Youngstown State University with a Bachelor of Science degree in Business Administration. He will begin online studies at Drexel University in Philadelphia to pursue a Master's degree in Construction Management. Anthony has worked at Simon Roofing for the past six summers in the areas of Data Analytics, Accounting, Human Resources, Service, Installation, Restorations, SR PreVision and Sales.

Executive Officers

Stephen J. Manser | President

Stephen Manser oversees the day to day management decisions of Simon Roofing. With more than 37 years of roofing experience, he has vast knowledge of all phases of the industry, including estimating, installation, quality control, sales, products, service, administration and distribution. He was instrumental in the start-up and implementation of the metal roofing division of Simon Roofing. Stephen holds a bachelor's degree in Business Administration from Muskingum University and is listed in Who's Who Among American Business Executives. He has spoken and written about many roof-related topics for both manufacturers and consultants.

Michael D. Perry | President, SR Products Solutions Group; Hon. AIA President

Michael has 43 years of combined experience in the architectural industry and roofing/waterproofing industry. His career began at Architects and Engineering firms, followed by working with several national roofing system manufacturers. In his current role as President of SR Products Solutions Group, a division of Simon Roofing, Michael is responsible for all facets of the business. Prior to becoming president, he served as its Vice President of Sales where he was responsible for sales and marketing efforts focused at various public and private entities. His support to building design professionals and particularly to the Architectural Profession led to the development of a program known as "Marketing Through Education". This program ultimately developed into the Continuing Education System that is now in place with the American Institute of Architects. Michael has been recognized for the development of a 5-week college level course on roofing technology, which was taught at Kent State University School of Architecture. Because of his efforts, he was inducted into the American Institute of Architects as an Honorary Member. He has served as a juror for the AIA's prestigious Honors Awards for Outstanding Architecture and USGBCs' Professional Development Committee.

Simon Roofing



Experience

We've been in the commercial roofing business for 120+ years so we have ample experience with just about any type of commercial, industrial, government and institutional roof. You can rely on Simon no matter whether you're looking for a roof repair, restoration, replacement – or comprehensive inspection and diagnostic services to determine the best course of action for your roof. We will provide you with the smartest solution and our 24/7/365 reliable, responsive service to go along with it.



Quality Control

At Simon Roofing, we're able to provide our customers consistent quality in both products and service. We do that by manufacturing our own systems and using our own well-trained employees to install them. In fact, 99.9% of our national service work completed last year was self-performed. That means when you hire Simon Roofing, you get Simon Roofing. And with that level of quality control also comes greater warranty coverage. We cover both workmanship and materials – and should there ever be an issue, we'll respond within 24 hours.



The Science of Roofing

Our focus is always to extend a roof's service life and lower its life cycle costs. We look at roof replacements only as a last resort, which is why we've dedicated so much time, money and resources to the science of roofing.

At our Simon Products manufacturing facility, we test, create and produce our own high-quality roofing and epoxy products. Within our in-house SR PreVision laboratory, our highly educated scientists conduct extensive product research and development, as well as state-of-the-art roof membrane testing and analysis. Savvy, budget conscious clients have come to rely on us to not only tell them what the best course of action is for their specific roof, but to also show them scientific data proving its remaining useful life and smart options for extending it.



Commitment to Excellence

We are very proud of the ISO 9001:2015 certification Simon Roofing has earned for our entire organization; including our roof installation teams, product development and manufacturing, customer service, sales and professional service. This serves as a prime example of our commitment to deliver on our promise of high-quality commercial roofing products and exceptional service. Every day. Every job. Every client.



A Snapshot of Who We Service

Ajinomoto Amino Sciences	Costco Wholesale	H-P Products, Inc.
AMC Theatres	Cristal	Hutchinson Oil Company
AR Global Investments	CURO Financial Technologies Group	iDL Worldwide, Inc.
Arauco	CVS Pharmacy	International Paper
Artiflex Manufacturing	Darden Restaurants	J.C. Penney
BB&T Bank	Delhaize America	JLL
BJ's Restaurants	Dillard's	JRN
BJ's Wholesale Club	East Liverpool City Hospital	Kellogg's
BP Lubricants USA	Ellwood Crankshaft Group	Kennametal
Broad Reach Retail Partners	Empire Petroleum Partners	Kenworth Trucks, Inc.
Cafua Management Company	Equinix, Inc.	Keystone Foods
Canfield Schools	Estes Express Lines	Kin Properties, Inc.
CEC Entertainment	Extra Space Storage	K-MAC
Cintas	Flynn Restaurant Group	Kroger
Chuy's	GPM Investments	LidWorks
Circle K	HEB	Louisiana Pacific Corporation
ClarkDietrich	Herc Rentals	Macy's
Columbus Industries		McConway & Torley Group

Meijer
Men's Wearhouse
Mercy Health System
MileOne Autogroup
Monmouth Real Estate
Investment Corporation
NPC
Office Depot
Panda Express
Panera Bread
Pep Boys
P.F. Chang's China Bistro
Phillips Edison & Company
Pliskin Realty
Poland Schools
PPG
Quarles Petroleum, Inc.
REI Co-Op

RPM
Ruby Tuesday
Ryder
Securcare Self Storage
Service King
Sheetz
SITE Centers Corp
Southwest General Health Center
Spectrum Companies
Tarkett USA
The Muransky Companies
The Timken Company
The William Warren Group
United Capital Corp.
United Pacific Industries
United Refining Co.
United Rentals
Vallourec

Ward Transport & Logistics
Welch's
Whataburger
WinSupply Inc.
Worthington Industries
Xavier University of Louisiana
Xellia
Youngstown City Schools



A Few of Our Raving Fans

“We were looking for a repair to metal roof leaks on several of our campus buildings that would be everlasting and unnoticeable to people passing by since the roofs are visible from the ground. Simon solved our leak issues with their high-quality metal roof repair material. Plus, they were able to color match their material with our weathered metal roofs, which made the repairs virtually invisible from the street. I was very pleased with not only Simon Roofing’s solution, but also their service and workmanship.”



Bruce J. Hamilton, Sr., Director
Building Services
Xavier University of Louisiana



Clay Ralston, Senior Director
Property Management
Phillips Edison & Company



“Working with Simon Roofing is a win-win because we get the experience and reliability of a national company, coupled with the one-on-one communication and responsiveness of a local company. Over the years we’ve relied on their extensive testing and analysis to help us understand what course of action is best for our roofs, and have used them for repairs, a restoration and a replacement.”



Ed Muransky, CEO
The Muransky Companies



Jim Wogick, Director
Construction
Summit Hotel Properties

“Simon Roofing did a great job on our roofing project. We had both a metal roof and a flat modified cap sheet roof. They were able to come in and provide us new SR Wite Brite™ roofing systems that look great. Simon Roofing has the best warranties. We have not had a leak since the installation. They were able to work on the project during normal working hours and it did not impact our production. I would recommend them to anyone else looking for a new roof.”

The logo for Mercury Medical, featuring the company name in a stylized font with a red underline.

Kelly Jo Catterton, Facility Manager
Mercury Medical

“I wanted to drop you a note regarding the recent refurbishment of the Training Center roof. The performance of the roof and the improved draining as engineered by Simon has been outstanding. No more leaks, no more ponding. I would like to thank you and Simon Roofing for another job well done. The performance of Simon’s roofing systems continue to exceed those of your competitors and the service and responsiveness of you and your team is above board.

Thank you for another successful project and I look forward the next one.”



Curtis Crego, Facilities Engineer
Kenworth Trucks, Inc.

“We just finished a roofing project with Simon Roofing. I run a golf club and our roof was in bad condition. It is a metal roof with a very steep slope. The color on the panels was wearing off and peeling all over. At our club, we hold many events including weddings, so appearance is very important to us. Many other companies were suggesting a new metal roofing system, but Simon had a different approach. They performed their SR PreVision evaluation and it was determined the metal itself was actually still in good condition. They have a unique process where they were able to provide any color elastomeric coating that we wanted, so we worked with them to provide the aged copper color that our team wanted. This material is not just paint over an elastomeric roof; it’s a custom-colored waterproofing restoration solution.

The project required scaffolding and lifts since the slope was too great for foot traffic. They did a professional job and we had no issues with safety or working around our members. The finished project came out great and the difference from start to finish was a huge improvement to the look of our club. I would recommend Simon Roofing moving forward.”



John Davis, General Manager
Bayou Country Club

Simon Surfaces



Concrete Repairs & Resurfacing

Our concrete repair services provide quick and economical solutions for repairing, resurfacing and/or rebuilding cracked or damaged concrete surfaces in both industrial and commercial environments.

Our epoxy-based mortar products include patches, crack fill and heavy duty 1/4" overlays.



When compared to standard concrete replacements, Simon Surfaces' epoxy-mortar solutions are:

- 2-3 times stronger than standard concrete
- Resistant to standard chemicals like gas, oil and salt
- Less disruptive to business with minimal downtime



High-Performance Coating Systems

Whether it's for industrial or commercial applications, Simon Surfaces' epoxy or urethane flooring and coating options are proven to deliver the high-performance, durability, aesthetics and low-maintenance characteristics you're looking for.





Simon Surfaces
has you covered.



Fuel Island Restorations

Epoxy mortar products work especially well in fuel island foundation applications because the pump does not need to be removed, significantly minimizing the station's downtime.

Because our epoxy is significantly stronger than standard concrete, our restoration system completely eliminates the need for a metal band, meaning no more risk of rust for you.

Simon Products

Through our state-of-the-art laboratory and manufacturing facility, Simon Products serves as the product development and manufacturing division of Simon Roofing.

Our manufacturing facility incorporates contemporary “LEAN manufacturing” principles focused on minimum waste and maximum productivity. This includes intense quality control standards that ensure our products are produced consistently time and time again to maximize customer satisfaction and minimize waste.

When it comes to testing the strength, durability and performance of roofing materials, Simon Products is a national leader. While some companies may test individual components of a product, we test the entire system, which leads to accurate, science-based results that are truly indicative of a system’s performance.



Our focus on product testing has triggered innovations within our roofing materials, causing them to be customized based upon the specific needs of our customers’ buildings. For example, we can custom-color products based on the climate to improve energy efficiency with lighter, brighter roofs in warmer climates and darker roofs in cooler climates. All of our products are fortified to improve elongation and tensile strength — characteristics important for roof systems to perform best.

The most recent product line to be added to our offering are the CLP™+ Roofing Systems, which are technologically advanced multi-ply seamless roof replacement solutions that provide superior weathering characteristics when compared to the competition.



Affiliations

- American Chemical Society (ACS)
- American Institute of Chemical Engineers (AIChE)
- Cool Roofing Rating Council (CRRC)
- FM Global
- National Roofing Contractors Association (NRCA)
- Roof Coatings Manufacturers Association
- Miami Dade County Florida Building Department
- Underwriter Laboratories
- International Organization for Standardization (ISO)
- ASTM International
- Florida Building Code



Safety Statement

Safety is #1 among our core values, and we are very proud of our safety record, which continues to be better than most in the roofing industry.

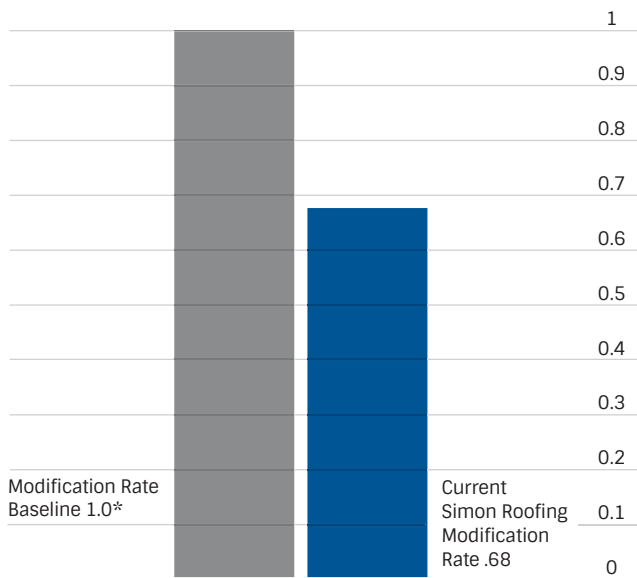
The TRIR, or Total Recordable Incident Rate is the primary indicator of safety performance that is widely used throughout the industry. Incident Rates are fairly easy to figure out and can be compared between one company and another. Incident Rates are measurements of past performance and illustrate how many work-related incidents have occurred, as well as the severity of each one.

In 2020, Simon posted a TRIR of 1.24, which is 74% lower than the industry average of 4.8. Simon Roofing's commitment to safety is relentless and includes training for all of its employees — both on and off the roof. Our ongoing goal is to lower the Incident Rate and decrease the Experience Modification Rate year after year.

The most reliable indicator of a company's safety record is its Experience Modification Rate. This figure is derived by the insurance industry using a complex formula that takes into account many factors, including payroll, man hours worked and various losses that can be attributed to the industry as a whole. Figures higher than 1.0 are debit modifications and result in higher insurance premiums. Figures lower than 1.0 are credits and result in lower premiums. Simon's Experience Modification Rate of .68 is a true testament to Simon's commitment to continuously monitoring and looking for ways to improve our safety record.

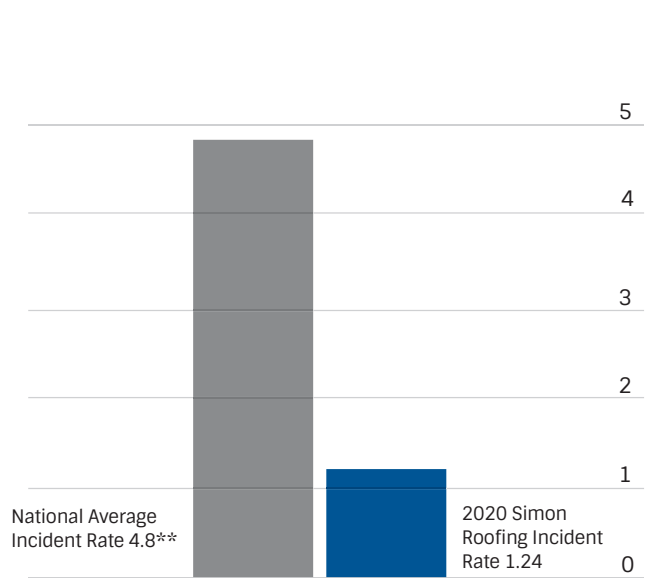


EMR - Experience Modification Rate



* U.S. Insurance Industry

Incident Rate



** Bureau of Labor Statistics 2019, Roofing Contractors - United States

We strive to always provide a work environment (both at our offices and on our jobs) inherently safe and free from all recognizable hazards and situations that could result in injury or illness to our employees. In accordance with this value, we develop a Site Specific Safety Plan when necessary. Otherwise, each job begins with the completion of a Job Safety Analysis (JSA) that is reviewed by either the Service or Operations Manager, as well as the Simon Roofing Environmental Health & Safety Department.

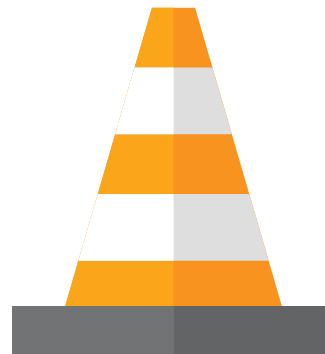


Safety Practices

Because we want to be sure the importance of practicing safety is properly conveyed, core values, proper processes and the safety manual are reviewed in detail during new employee orientation and safety training. Our safety manual stands as a ready reference at all times whenever Simon Roofing personnel are on the job. Topics include, but are not limited to:

- Fall Protection Policy
- Drug and Alcohol Policy and Procedures
- Hazard Communication Policy
- Manual Lifting Policy
- Personal Protective Equipment
- General Operating Policies and Procedures
- Electrical and GFCI
- Propane Cylinders
- First Aid Procedures
- Hoist Safety
- Ladder Safety
- Accident/Incident/Near-Miss Reporting
- Disciplinary Measures for Safety Violations
- Respiratory Protection Program
- Kettle and Tanker Operation Safety
- Fleet Safety Management

Safe work behaviors are recognized and reinforced through our, “Thanks for Working Safely” program.





Safety Training

All new workers hired by Simon Roofing go through a facilitated, web-based, interactive safety orientation process that typically lasts five to six hours. Written materials, including the Simon Safety Manual and a guide on how to read Material Safety Data Sheets and current Safety Data Sheets, are introduced and reviewed. The training culminates with a series of tests designed to measure understanding and mastery of critical safety topics.

Simon employees also receive ongoing safety training through weekly “Toolbox Talk” sessions, which are led by a Safety Coordinator on the jobsite. Topics range from general safety concerns to specific ones that may arise due to the nature of the jobsite or the work being performed.

Simon Roofing is unique in that it has its own specialized “Train the Trainer” program for Aerial Lifts, Forklifts, Man Lifts and HyLifts (Lulls) so that our workers understand the hazards specific to our work, not just generic training meant to meet OSHA requirements. This training is documented and tracked for any employee required to perform such tasks.

We provide our own in-house OSHA 10 Hour Training, tailored to fit our specific type of work. Supervisors also receive more intensive safety training, with many completing the 30-hour OSHA approved courses.

On-Site Safety

Site Inspections

Job safety is really the product of two factors — the training Simon employees receive and the conditions on the job site. We provide comprehensive site-specific safety plans that we believe are the best in the industry. To ensure that conditions are optimal for safety, all Simon Roofing job sites are inspected on an ongoing basis as follows:

Pre-Job

The Operations Manager, General Manager or Safety Coordinator walk the job site with the Project Manager and/or Foreman. While the latter are viewing the site from the standpoint of equipment and materials needed to perform the roofing job, the Safety Coordinator is looking at particular safety challenges the job may pose and what additional equipment and procedures may be necessary to ensure safety.

Daily

The Safety Coordinator's everyday function is to assess the job site to ensure all safety requirements are being met at all times.

Periodic

General Managers and Operations Managers typically visit every Simon job in progress at least weekly.

Unannounced

Unannounced inspections are conducted by the insurance company or Simon personnel.

Virtual

The EHS team conducts unannounced virtual jobsite inspections that provide “real time” information. Crews are asked to share live, 360 degree feeds of jobsites to document proper safety set up and use of PPE, as well as adherence to all safe work practices.

The Safety Team

Simon Roofing employs a Safety Governance Committee that is led by our Chief Legal Counsel and includes several owners and executives. The “Safety Steering Team” consists of leaders from all areas of our business and branches.

Hazardous Materials

Simon Roofing has highly trained and experienced Asbestos Supervisors and Asbestos Technicians who are strategically located across the country. We have training, equipment and protocols for protecting our workers from air contaminants, including volatiles and heavy metals such as lead, cadmium, chromium and arsenic.

Questions regarding Simon Roofing’s safety initiatives and practices can be directed to:

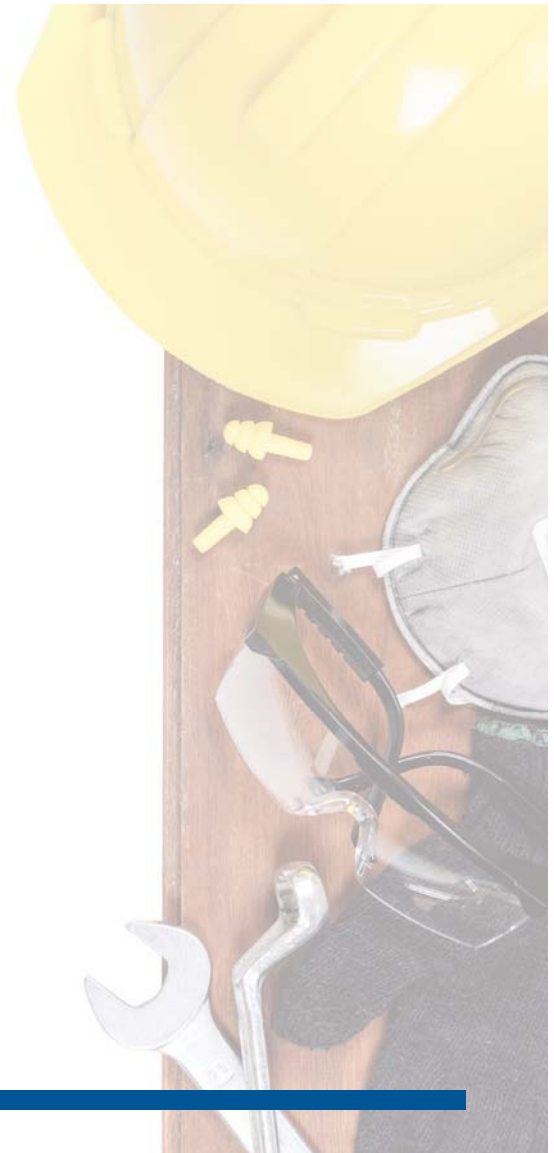
Walter C. Fluharty, Psy.D, SPHR, CEES

V.P. Environmental Health, Safety and Organizational Development

☎ 800.523.7714 ext. 1121

☎ 330.716.5730

✉ wfluharty@simonroofing.com





SERVICE CENTERS

Akron - Albany - Amarillo - Atlanta - Baltimore - Baton Rouge - Birmingham - Boise - Boston - Buffalo
Charlotte - Chicago - Cincinnati - Cleveland - Columbus - Dallas - Denver - Des Moines - Detroit
Grand Rapids - Greensboro - Harrisburg - Hartford - Houston - Indianapolis - Jacksonville - Kansas City
Las Vegas - Los Angeles - Louisville - Lubbock - Manchester - Memphis - Miami - Milwaukee - Minneapolis
Nashville - New Orleans - New York - Norfolk - Oakland - Oklahoma City - Omaha - Orlando - Pensacola
Philadelphia - Phoenix - Pittsburgh - Portland - Providence - Raleigh - Richmond - Sacramento - Salt Lake City
San Antonio - San Diego - San Francisco - San Jose - Sarasota - Seattle - Shreveport - Spokane
Statesboro - St. Louis - Tacoma - Tampa - Tulsa - Washington D.C. - West Palm Beach - Youngstown