

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180104 Facility Catastrophe Response Services

### 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 addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# Terms and Conditions

## 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.

## 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 to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The 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 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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.

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**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. 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. Vendor further 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 injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

## **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

## **State of Texas Franchise Tax**

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

## **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that 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 48 hours of receipt of order.

## **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to 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 written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

### **Form of Agreement**

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

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

### **Novation**

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

### **Site Requirements (when applicable to service or job)**

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

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

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

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

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

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

### **Smoking**

Persons working under 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. 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 or service agreements that were entered into between Vendor and 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. 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. 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.



### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the 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) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

### **Support Requirements**

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

### **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.

**NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your 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 if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686.  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Special Terms and Conditions

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 24 business hours 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 and not through 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.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 180102 Emergency Responder Supplies and Equipment

Company Name 4T Partnership LLC

Address 3822 CR 1005

City Celina State TX Zip 75009

Phone 972-658-4513 Fax n/a

Email of Authorized Representative SFranklin54@outlook.com

Name of Authorized Representative Scott Franklin

Title Principal Consultant

Signature of Authorized Representative Scott Franklin

Digitally signed by Scott Franklin  
DN: cn=Scott Franklin, o=4T Partnership LLC,  
c=US, email=SFranklin54@outlook.com

Date 02/08/2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 3/22/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North	Address
Email	david.mabe@tips-usa.com		Pittsburg, TX 75686	Contact
Phone	+1 (903) 243-4759	Contact	Kristie Collins, Contracts Compliance Specialist	Department Building
Fax	+1 (866) 749-6674			Floor/Room
Bid Number	180104	Department		Telephone
Title	Facility Catastrophe Response Services	Building		Fax
Bid Type	RFP			Email
Issue Date	1/4/2018 08:02 AM (CT)	Floor/Room		
Close Date	2/16/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	4T Partnership LLc
Address	3822 CR 1005
	Celina, TX 75009
Contact	Scott Franklin
Department	
Building	
Floor/Room	
Telephone	(972) 658-9451
Fax	
Email	sfranklin54@outlook.com
Submitted	2/12/2018 09:25:36 AM (CT)
Total	\$0.00

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

Signature SCOTT FRANKLIN

Email sfranklin54@outlook.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	ALL STATES
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.)	4T PARTNERSHIP LLC
6	Primary Contact Name	Primary Contact Name	SCOTT FRANKLIN
7	Primary Contact Title	Primary Contact Title	OWNER/PRINCIPAL CONSULTANT
8	Primary Contact Email	Primary Contact Email	SFRANKLIN54@OUTLOOK.COM
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-658-4513
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-658-4513
12	Secondary Contact Name	Secondary Contact Name	HOLLY FRANKLIN
13	Secondary Contact Title	Secondary Contact Title	CLIENT & PROJECT MANAGER
14	Secondary Contact Email	Secondary Contact Email	HFRANKLIN54@MSN.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-628-5047
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-628-5047

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	HOLLY FRANKLIN
19	Admin Fee Contact Email	Admin Fee Contact Email	HFRANKLIN54@msn.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469-628-5047
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	SCOTT FRANKLIN
22	Purchase Order Contact Email	Purchase Order Contact Email	SFRANKLIN54@outlook.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-658-4513
24	Company Website	Company Website (Format - www.company.com)	
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-2046042
26	Primary Address	Primary Address	3822 CR 1005
27	Primary Address City	Primary Address City	Celina
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75009
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Exterior Envelope Consultant, Catastrophe Response, Expert Witness, Roofing, Waterproofing, LED Lighting, Thermal Envelope Experts, Solar , Damage assessment
31	Yes - No	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. 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
32	Yes - No	Certification of Residency (Required by the State of Texas) 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?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	114 NORTH OHIO
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TEXAS

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:  State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>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."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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 RFP document), website, store or shelf pricing? This 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%.	10%
41	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 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.	(No Response Required)
42	Yes - No	<p>Vendor agrees to remit to TIPS the required administration fee?</p> <p>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.</p>	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No



44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	35
46	Resellers:	<p>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, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	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?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>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.</p>	(No Response Required)

- 50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:  
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:  
Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 53 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. Yes
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

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 governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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, audiotope, 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](mailto: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.

59 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:

(No Response Required)

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.

60 2 CFR PART 200 Contracts

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

Yes

61 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?

Yes

62	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>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 \$100,000)</p> <p>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 \$100,000, 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>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</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes



67 Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
70 Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

- 71 Alternative Dispute Resolution Yes, I Agree  
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree  
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?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree  
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?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes  
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.

78 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.

Yes

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?

79 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. 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](mailto: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

(No Response Required)

80 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.

81 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 82 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.
- 83 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 84 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.
- 85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 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. (No Response Required)

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Line Items

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Response Total: \$0.00

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REFERENCES	4T PARTNERSHIP LLC
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
TMLIRPO	David Nix	dnix@tmlirp.org	512-491-2347
Prime Source Roofing	Brad Doty	Brad@Primesourceroofting.com	817-454-8952
Duro-Last	Buddy Wilson	buddywilsondl@aol.com	214-876-7224
City of McKinney	Dave Westover	dwestover@mckinneytexas.org	210-913-1474
City of Lamesa	Shauna Burkhart	sburkhart@ci.lamesa.tx.us	806-872-4321
City of Lewisville	Randy Johnson	randy1845@gmail.com	972-219-3705

### 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.

HT PARTNERSHIP LLC

Name/Address of Organization

SCOTT FRANKLIN

Name/Title of Submitting Official

Signature

Date

2/8/2013



FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.


Official: 4T Partnership LLC  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

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

Signature of Authorized Company Official:  \_\_\_\_\_

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_

**CERTIFICATION BY CORPORATE OFFERER**

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

OFFERER: 4T PARTNERSHIP LLC  
(Name of Corporation)

I, HOLLY FRANKLIN certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

4T PARTNERSHIP  
(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

SECRETARY / HOLLY FRANKLIN  
(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

[Handwritten Signature]  
SIGNATURE

2/8/13  
DATE

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

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

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

**YES or NO**

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

**YES or NO**

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

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

(b) Affirmative steps must include:

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

Company Name \_\_\_\_\_

Print name of authorized representative \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_

Date \_\_\_\_\_

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Scott Franklin as an authorized representative of

4T PARTNERSHIP LLC, a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the 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.

03.13.18

Signature of Named Authorized Company Representative

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS 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 Tex Gov't Code or other law(s), **you must make 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

**I DO NOT 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. 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:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name and Title of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date 03.13.18

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**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.  
4T Partnership LLC

\_\_\_\_\_  
Name of company expressly waiving confidential status of material  
Scott Franklin / Principal Consultant / Owner

\_\_\_\_\_  
Printed Name and Title of authorized company officer expressly waiving confidential status of material  
3822 CR 1005 Celina Texas 75009 972-658-4513

\_\_\_\_\_  
Address City State ZIP Phone

Signature \_\_\_\_\_ Date 03.13.18



# 4T Partnership LLC

## Building Envelope Experts

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“Exterior Envelope Experts & Design Services”

Scott Franklin Professional Resume & Work History Summary

Contact Info:  
Scott Franklin  
Principal Consultant / Expert Witness  
[SFranklin54@outlook.com](mailto:SFranklin54@outlook.com)  
Phone: (972) 658-4513  
Office: (972) 529-8462

## Company Background & Introduction:

Mr. Franklin and staff are dedicated to the promotion of ethical practices within the construction industry. Our firm has participated as a design team consultant/member with many of the fortune 500 companies in the United States as well as several countries outside the U.S. Some of the roles and/or scopes of work that 4T have participated include the following:

- **Architectural Services-** Design and development of Low sloped Roofing, Steep sloped Roofing,, Exterior wall, Curtain Wall, “EIFS”, Waterproofing (above and below grade) , including both Industrial, Institutional, Multi-Family, Commercial and Residential.4T also maintains a number of National Architectural firms which we provide peer review, cad detailing, submittal review or design services to regularly. Clients include, BSB Design, Humphreys Partners and others.
- **Manufacturing-** 4T has assisted with Design and Development of new products and systems, Marketing, Market Research, Market Intelligence, Strategic Planning and Business development of computer database programs to manage quality control of installers Additional 4T has recently worked with National Manufacturers to assist in key customer targeting, development of national peer / advisory groups meetings, identification and assessment of customer base fitness for use of a particular Manufacturers products, National specification computer database driven tools to support key Architects, Consultants and field Sales organizations. Some of 4T’s current and/or past clients include: Owens Corning, Foamular, Johns Manville, Duro-Last Roof Systems, Oregon Research and Development group, Pruf LED., Henry Company.
- **Expert Witness / Product or Systems Expertise-** 4T has routinely participated on litigation teams as an Expert or Product expert examining products for a variety of issues including, Product exposure, Product performance, product testing, product compliance to Industry or internal customer acceptance codes as well as Hail, Tornado, Wind, Hurricane and/or fire. Clients have included National Architectural Firms, Manufacturers, Insurance Companies, Contractors, Building Owners and Consultants.
- **Project management or administration-** 4T has provided a wide range of services within the Industry overseeing all steps of the construction and maintenance of Facilities. Development of performance standards, Proactive asset maximization programs to manage their entire portfolio’s, Program performance standards allowing an organization to maintain a standard level of performance criteria throughout their facility network, proper process flow for annual projects and budgets, accountability programs and return of investment applications.
- **National or Regional Catastrophic response programs:** 4T has developed both site specific and national response programs for a wide variety of clientele over the last decade. Some of the more recent mobilizations and program development include clients: Public Storage, Wal-Mart, US Navy, Time Warner. Catastrophic events which 4T was involved in include: Hurricane IVAN, Katrina, Northridge Earthquake.
- **Educational Seminar / Training:** We have actively participated in training programs which include just about each and every part of the Industry. Our presentations include most Industry Meetings & Seminars (regional & National) for NRCA , RCI, SCRCA, NTRCI, Western States Contractors association. We have also presented hundreds of technical presentations for many of the fortune 500 companies as well as Architects, Consultants, General Contractors, National Owners, State and Federal Government agencies over our 30+ years.
- **Testing and analysis:** 4T continues to develop methods and procedures for analyzing products and systems. This allows us to stay at the very front edge of product analysis. We also lean heavily on those standards and test developed years ago and are consistent, predictable and repeatable methods/test or tools offering a proven track record of providing data critical to our understanding both cause and origin of a defect. Both old and new test methods help us to



anticipate or predict a products behavior both during installation, its geographical behavior during its in-place performance and also “if” they become exposed to natural climatic events. All of these data points can have significant value in helping our clients understand the behavior of the assets they invest in. This is why we feel it very important to hold on tightly to the tools of the past while continuing to developed new technology to enhance some of our past tools. It is why our firm has maintained such a consistent track record in working with our clientele and why our firm will continue to search for methods and tools that can provide conclusive and “Objective” answers to product or system performance. Regardless of what our clients request we always look to provide clear, consistent and defensible answers to these questions when we accept an assignment.

The wide range of geographic coverage and clients has also allowed for a consistent broadening of 4T;s experience and knowledge with all of the differing behaviors, climatic exposure or events that can occur producing a wide range of reactions to our industries products and systems. It is for this reason 4T has maintained clients in some many different geographies or roles. Whether we represent the Owner, Contractor, Architect or attorney our goal remains the same which is to diligently pursue the answer objectively and conclusively. This pursuit of objective data has allowed 4T to develop a reputation of consistency, repeatability and reliability in each assignment we take on for our clients.

We also know it is because of the long support of our clients (many have been with us for 2 decades) that we have been blessed with the opportunity to grow and develop such broad and deep understanding of the construction industry. We have many to thank for their support and help in allowing us to research and develop many of the tools and experience we have today.

4T also owes much to those that make up the robust history of our industry and many of those from prior generations that have helped to pass on much of the knowledge and experience from their leadership within the Industry dating back to the 1950’s. Including my father along with his colleges that spent so many late nights passing on these experiences. We hope that after you review our corporate profile that we will be able to add you to our client list and assist you and your team in whatever way we can. Our goal is to be a consistent, credible, defensible and repeatable objective asset to you and your team in the future.

We look forward to assisting you and your team in the near future and would encourage you to feel free to ask us any questions you may have.

Respectively,

Scott Franklin  
Principal Consultant / Expert Witness



# Professional Roofing

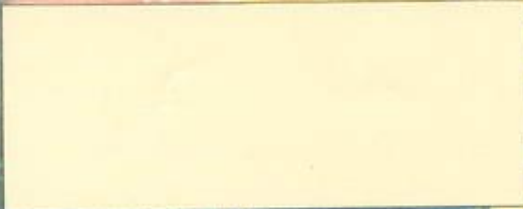
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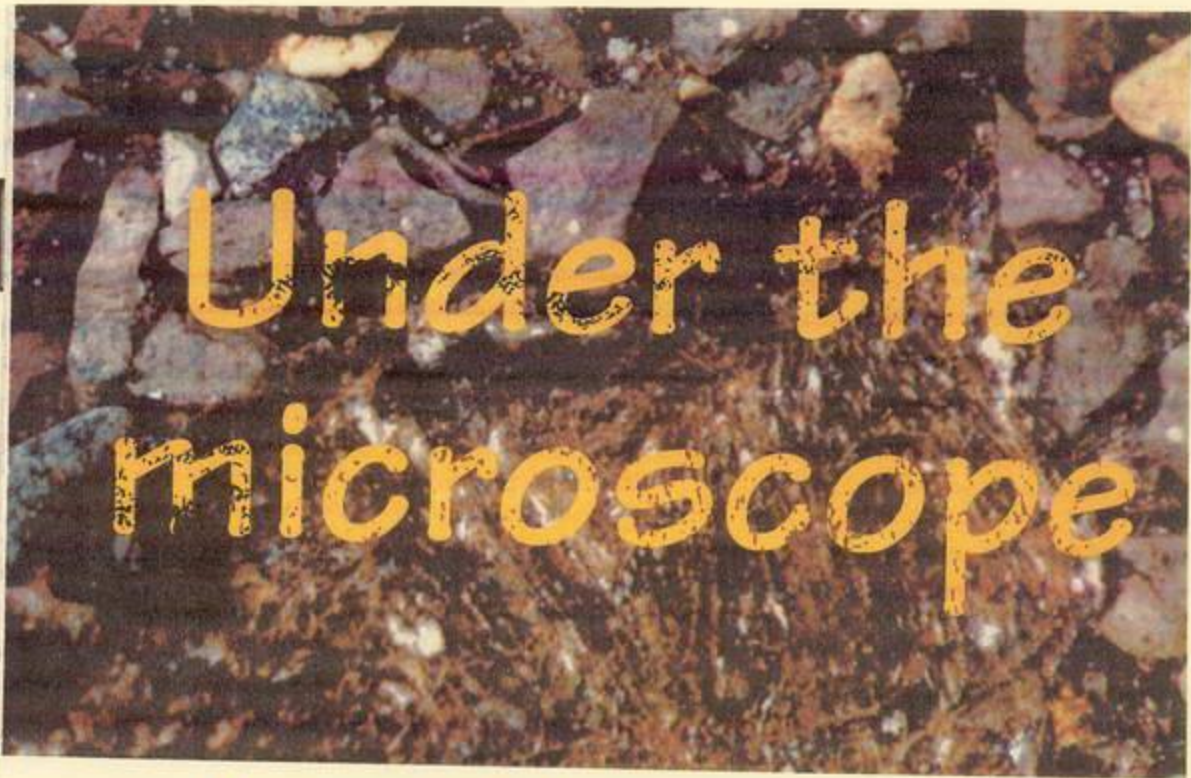
**NRCA's market survey shows  
industry still is strong**

**Roof system damage  
under the microscope**

**Testing OSB's  
moisture resistance**



National Roofing Contractors Association Publication



## Microscopic defect analysis can help determine causes of roof system damage

by Scott Franklin



A growing problem throughout the United States is the proper identification of causes of roof system damage and defects. With the wide range of roofing products available, it is becoming more difficult to investigate and document roof system problems properly. This only is magnified by different geographical conditions and weather events to which roof systems are exposed.



As a result, objective, independent, consistent diagnoses of roof system defects are needed. Microscopic defect analysis (MDA) was developed to assist building owners, homeowners and other interested people in properly diagnosing a wide variety of defects. Roofing professionals have used MDA to determine roof system defects caused by hail, wind, deterioration, component compatibility, manufacturing defects, moisture and membrane failure.

## Defining the problem

Although MDA is not meant to challenge traditional investigation methods, it may be the only way to change a subjective, inconsistent investigation to one that is objective and repeatable.

Often, traditional roof system defect evaluation and investigation methods are not objective and cannot be repeated consistently by two individuals within the same company. These methods vary, but they typically include a combination of weather reports, eye-witness accounts, test squares and observation of flashings, for example. They are subjective because individual pieces of data collected through such methods are not truly representative of a damage-causing event or resulting roof system damage.

A traditional investigation may be appropriate to determine general causes of roof system application and performance defects, but most investigation methods fail to uncover specific cause-and-effect evidence available, which often can provide a more conclusive picture.

During the past four years, MDA techniques and protocol have been developed to objectively document and investigate steep- and low-slope roof system defects. MDA enables investigators to pinpoint specific characteristics that allow for *conclusive* identification and diagnosis.

MDA has been used in the objective analyses of thousands of roof samples, including a variety of roof systems, which follow:

- Fiberglass-reinforced asphalt shingle
- Wood shake
- Clay tile
- Organic-reinforced shingle
- Built-up
- Single-ply
- Modified bitumen

MDA evaluates characteristics that define a defect's cause and effects. The cause-and-effect relationship is vital to the investigation process. Understanding these reactions and capturing microscopic evidence related to a defect's cause can provide conclusive evidence about the defect's age, size, shape and origin.



**Photo 1:** Damage to this shingle was incorrectly identified as hail damage.

Some key characteristics that are investigated and documented during MDA include surface condition of the defect; reinforcement, surface and interply orientations; granule finish, condition and embedment; sealant condition; asphalt saturation; coating asphalt conformity; defect depth; saturant asphalt conformity; reinforcement condition; component exposure and condition; and membrane construction.

## Characteristic investigation

The characteristics studied during

MDA not only provide insight to the cause of damage but also reveal a defect's age and severity of damage to a roof system. Characteristic investigation allows for a look at components and evidence that rarely are examined during a traditional investigation, which provides only an overview of information and characteristics that are observable usually at distances of more than 3 feet to 5 feet (0.9 m to 1.5 m).

For example, when examining damage to an organic or fiberglass reinforcement, a roofing professional using MDA typically would look for breaks or tears within fibers. Tear shapes will differ depending on whether

damage was caused by hail (flat tears) vs. deterioration (pointed tears). Such detailed observation isn't conducted during a traditional investigation.

In addition, MDA provides information that can answer commonly asked but seldom answered questions about roof system damage, such as:

- Was damage caused by installation or hail?
- Was damage caused by deterioration or hail?
- What caused granule damage?



**MDA can provide extensive assistance in litigation matters by translating complex technical language into a clear presentation of the facts.**

- Is granule embedment or granule displacement a problem?
- Was shingle damage caused by wind?
- Were splits in wood shingles caused by hail?
- Was membrane failure caused by faulty application?

of evidence is undesirable during litigation, has been made possible with the development of equipment that allows for mounting and lighting of the defects under examination. This equipment allows for testing and documentation on a rooftop. A significant amount of a rooftop investigation includes protecting a roof system and its surrounding components.



**Photo 2:** The sewing needle is pointing to wood from a pencil—the real cause of damage to this shingle.

2. Separation state, which occurs before removal from the substrate.

3. After packaging on the roof system. To prevent damage, a sample typically is wrapped in a heavy plastic bag during transportation.

4. After removal from the roof system.

5. Log in, which occurs after placement in a testing facility. This step ensures a sample is properly recorded and kept in good condition.

Collecting samples provides additional benefits: It ensures that a representative sample will be preserved in its documented state, as well as ensures an optimum environment during examination.

By breaking down a defect by its characteristics, the process of characteristic examination begins. Often, there are more than 15 to 20 characteristics examined or given consideration during a defect's evaluation.

Each characteristic is examined and documented by still photography and digital video. The characteristics then typically are plotted on a computer-aided design drawing for reference.

## The processes

An MDA investigation uses two processes. Most investigations involve a combination of both to maximize MDA's results.

The first process is examination of roof system defects during an investigation on a rooftop. Examination on a rooftop, which commonly is required when disruption or removal

of evidence is undesirable during litigation, has been made possible with the development of equipment that allows for mounting and lighting of the defects under examination. This process requires extreme care and documentation to prevent damage to a sample and loss of evidence. Typically, when a sample is extracted from a roof system, it will be documented in the following five stages:

1. As built, which is a sample's installed state or exposed state.

## Legal applications

MDA can provide extensive assistance in litigation matters by translating complex technical language into a clear presentation of the facts.

For example, samples placed under extensive magnification can be recorded via videotape and played for a jury on a courtroom television. This allows a jury to understand complex issues,



such as a defect's cause-and-effect relationship, granule reaction, asphalt separation, defect surface orientation, reinforcement failure mode/orientation, asphalt and reinforcement deterioration, defect aging and asphalt oxidation.

In some cases, MDA can supply critical, conclusive evidence, such as DNA material. For instance, in one case, an individual damaged a roof system by forcing his thumb through a shingle. Examination of the defect revealed microscopic pieces of skin that stuck to the asphalt, which acted as an adhesive. The skin sample later was tested for DNA and compared with DNA samples of those individuals with access to the roof system.

Another example of MDA is shown in Figure 1. The shingle in Figure 1 is from a steep-slope roof system and was sent to a laboratory for defect analysis. This sample displayed what appeared to be possible hail damage. Under close examination, the sample failed to provide a number of characteristics that would be present had the defect been caused by hail damage. Applying MDA allowed an analysis of the defect based on the shingle's surface orientation, depth of the defect and vertical sides.

For example, the shingle's surface orientation was consistently flat, and its depth was consistent and even with the reinforcement. In addition, its vertical side was larger inside the affected area (at the glass reinforcement) than the outer surface. This configuration suggests the defect occurred from within the shingle.

These characteristics helped determine that this defect displayed characteristics consistent with faulty manufacturing rather than hail or other variables that can alter a roof system's performance.

Figure 2 provides another example—a look at a defect from a roof system that was found to have more than 28 different mechanical defects. In Figure 2, you can see what appears to be wood embedded within the shingle's

asphalt coating. This wood later was determined to come from a No. 2 pencil, which a person used to scrape the shingle in an effort to simulate a hail defect.

Without MDA, the true causes of these roof system defects may never have been detected.


## The benefits

MDA provides objective, repeatable and consistent protocol, as well as a

means to conclusively determine the causes of roof system defects. MDA does not replace traditional investigation methods but is used to complement those methods and, in many cases, can provide substantial evidence never previously considered.

*Scott Franklin is president of 4T Partnership Inc., Celina, Texas, a consulting/engineering firm.*

# STICK WITH GUSMER



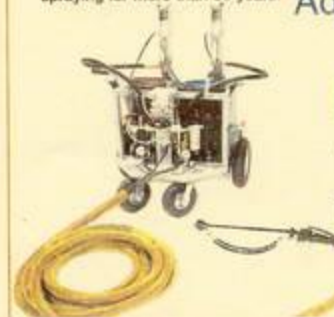
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Circle #106 on Reader Service Card



# Claims

SEPTEMBER 1999

A Publication of The National Underwriter Co.

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## CLAIMS INVESTIGATION

On the  
Lookout  
for Fraud

SI & Claims Cooperation ♦ Uninsured Motorist Fraud ♦ Forensic Road Investigation



**Figure 1**  
This photo displays mechanical damage to a glass-reinforced laminate shingle at 80x magnification. While the condition and placement of granules is undisturbed, the light streaks are evidence of surface asphalt damage caused by scraping the shingle surface with a metal bottle opener.

## By Hail or By Heel?

### A Microscopic View of Forensic Roof Investigations

By Scott Franklin

A growing problem in the insurance industry is the proper identification of damage or defects to residential and commercial roof systems. With the wide range of different products and systems available, it is becoming more and more difficult to properly investigate and adjust roof claims. This problem is only magnified by all the different geographical conditions and weather events these systems can be exposed to.



**Figure 2**  
In this sample of an organic reinforced shingle, magnification by 60x shows a very flat, "elephant skin" type of texture consistent with undisturbed defects caused by natural deterioration.





**Figure 3**  
At 40x magnification, this photo of a glass-reinforced laminate shingle displays foot traffic damage. With close examination of the granules and surface asphalt, one can see that the granules have been extracted from their original embedment in the surface coating, consistent with typical foot traffic.



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Weather systems and storms are not the only types of damage being adjusted on roofs, however. In many states, damage has also been found involving deliberate efforts to simulate severe weather, such as hailstorms. This type of damage has been termed "mechanical damage."

### Defining the problem

Mechanical damage can be as hard to define as it is to diagnose. It is generally regarded, however, as damage willfully caused or inflicted on a residential or commercial roof system in an attempt to mislead or misrepresent that defect or damage as a natural occurrence. This practice is most commonly used in simulation of hail damage and is generally considered vandalism (see Figure 1).

Many times, this practice is used to help put a homeowner's roof into the "total loss" category, necessitating complete replacement. The magnitude of loss to both homeowners and the insurance industry is believed to be in the millions of dollars annually. It is estimated that less than 1 percent of this type of damage is properly diagnosed. Even less are held accountable for their fraudulent behavior because this type of damage was largely assumed to be a non-prosecutable act. Many questions arise, such as:

- How do we prove damage was caused?
- How do we document this damage?
- How do we prove an individual performed this damage?
- How do we do this with evidence beyond my expert vs. your expert?

Over the last three years, my company has been developing techniques and protocol to forensically and objectively document steep-sloped roofing product defects. This technology has allowed them to develop specific "fingerprinting" and characteristics, which allow for conclusive investigation, identification and diagnosis of the exact cause and origin of roofing material defects.

The process has been termed microscopic defect analysis (MDA) and has already been utilized in the objective analysis of thousands of roof samples, including a wide range of different roof systems, such as fiberglass-reinforced asphalt shingles, wood shake systems, clay tile systems, organic reinforced shingles, built-up roofing membranes, single-ply roofing membranes and modified roofing membranes.

The MDA process evaluates individual defects and a wide range of characteristics that define the cause-and-effect relationship. This relationship is vital in the fingerprinting process. In many cases, components react in a very



**While the process does not replace traditional investigation methods, it is used to complement those methods and, in many cases, can provide substantial evidence never previously considered. In some cases, MDA analysis may provide adjusters the only conclusive method for determining causation and making the right call.**



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predictable and repeatable process. Understanding those reactions while capturing the microscopic evidence relating to the cause can provide the conclusive evidence needed to gain a true understanding of the event. Some of the key characteristics that are investigated on a residential roof include:

- Surface condition
- Granule condition
- Granule embedment
- Granule density
- Coating asphalt conformity
- Saturant asphalt conformity
- Granule finish
- Reinforcement condition
- Reinforcement orientation, etc.

These characteristics not only provide insight on causation of damage but also can harbor evidence as to age and possible type of instrument or person causing the damage. Characteristic investigation allows for a forensic look at components and evidence rarely examined during the investigation process. The typical investigation provides a broad overview, which only considers characteristics that are observable with the naked eye and usually at a distance of more than three to five feet.

The MDA process adds a tremendous amount of information that can now be considered and used in the development of an independent and objective conclusion. These characteristics can provide answers to commonly asked, but seldom answered, questions such as:

- Is it deterioration damage or damage caused by hail? (see Figure 2)
- What has caused the granule damage? (see Figure 3)
- Was the shingle damage caused by wind or other?
- Was the split in the wood shingles caused from hail exposure or an alternate event?

Many of these types of questions have answers that lay within the defects themselves. These answers can determine whether a claim is resolved or develops into an unpleasant event for all.

#### Defining the process

The MDA process uses two different protocols. The first is examination of defects on the roof during the roof investigation, which is commonly required in litigation matters where counsel is resistant to disruption or removal of evidence. Equipment has been developed that allows for both mounting and lighting of the defects under examination. Proper documentation of the defect is critical to the MDA analysis. A signifi-



cant amount of the process includes the protection of both the roof and surrounding components.

The second protocol requires the removal and packaging of the defect or sample. This requires extreme care and documentation to prevent both damage and loss of photography and video. Typically, the sample will be documented in five states, including:


- *As built* — its installed state,
- *Separation state* — prior to removal from the substrate,
- *Packaging* — after packaging on the roof,
- *Removal* — after removal from the roof, and
- *Log-in* — after placement in the holding facility.

Specimens that are harvested provide additional benefits to those documented on the roof. Most important

**MDA analysis can provide extensive assistance in trial and litigation matters. MDA can translate an extremely complex technical presentation into a very clear, common sense recital of the facts. By looking at these events through their own eyes, the jury is able to understand such issues as granule reaction, asphalt separation and surface orientation.**

among these is the assurance that the specimen will be preserved in its documented state and optimum environment during the examination process. In some cases, the process can be limited if proper lighting and other factors are not achieved. Most investigations involve a combination of both protocols to maximize the analysis.

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Figure 4

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### Expanding defect analysis

This technology was developed in an effort to assist building owners and insurance companies with the proper diagnosis of a wide variety of defects. Beyond just mechanical damage, this technology has been used extensively in determining defects caused by hail, wind, deterioration, component compatibility, manufacturing defects, etc.

By forensically breaking down the defect by characteristics, we begin the process of objective analysis. In many cases, there are more than 15 to 20 characteristics examined or given consideration in evaluating an individual shingle defect. Each of these characteristics is not only examined but can be documented through two sources: 35 mm still photography or digital video. Recently, this technology was modified to allow for documentation of extracted samples or on the roof, allowing the process to be performed during the regular investigation process and eliminating the need for any destructive analysis for those cases in which harvesting of the roof system samples is not an option.

In Figure 4, a sample from a residential roof was sent in for analysis. This particle sample displayed what appeared to be possible hail damage. Under close examination, the sample fails to provide a number of characteristics which would be present if this defect were the result of hail damage. Applying MDA allows us to look at the defect based on its characteristics. In this example, the characteristics were defined in the following manner:

*Surface orientation* — As you can see the surface orientation is consistently flat.

*Depth* — The depth is consistent and runs evenly with the reinforcement.

*Vertical sides* — The vertical side is larger inside the affected area (at the glass reinforcement) than on the outer surface. This configuration suggests the defect's origination occurred from within. These three characteristics provide us the insight in determining that this defect was consistent with blistering (manufacturing) rather than the characteristics of hail.

Another example, Figure 5, provides an MDA examination of one defect from a roof found to have over 28 different mechanical defects. Close examination of the photograph, magnified by 160x, shows documentation of what appears to be wood embedded within the coating asphalt of the shingle. This wood, which can be seen in the lower right-hand corner of Figure 5, was later determined to come from a no. 2 pencil the individual used to scrape the shingle in an effort to simulate a hail defect.

The MDA process will provide



## When it calls for a closer look.



- Scene and Evidence Examinations
- Engineering and Failure Analysis
- Subrogation Investigations

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objective, repeatable and consistent protocol and can provide the fundamentals in conclusively determining causation to roof system defects in a cost-effective manner. While the process does not replace traditional investigation methods, it is used to complement those methods and, in many cases, can provide substantial evidence never previously considered. In some cases, MDA analysis may provide adjusters the only conclusive method for determining causation and making the right call.

### Legal applications

MDA analysis can provide extensive assistance in trial and litigation matters. MDA can translate an extremely complex technical presentation into a very clear, common-sense recital of the facts. By looking at these events through their own eyes, the jury is able to understand such issues as granule reaction, asphalt separation and surface orientation.



Figure 5

In some cases, the analysis can supply critical and conclusive evidence, such as DNA material. In one example, an individual damaged a roof by forcing his thumb through the shingle. Examination of the defect revealed microscopic pieces of skin that stuck to the asphalt, which is an adhesive. This skin sample will later be tested for DNA and can be compared to individuals with access to the roof.

Fortunately, not all cases are nearly this complex or in-depth, but MDA has provided the tools to allow us to collect an unlimited amount of information to make the most objective and conclusive decision possible. ▲

Scott Franklin, owner of 4T Partnerships, based in Dallas, is a construction and roofing consultant. He also conducts training sessions on the proper use, design and application of roofing systems.



# 4T Partnership LLC

## Building Envelope Experts

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### **Professional Services & Consulting Services**

Prepared by:  
Scott D. Franklin

#### **4T Partnership LLC**

**Exterior Envelope Consultant & Design Services**

114 North Ohio  
Suite D. (Second Floor)  
Celina, TX 75009  
Tel: (972) 658-4513

## **Professional Consulting Services:**

Our firm offers a full range of professional consulting services available in comprehensive packages, or individually tailored to your specific roofing requirements. Below represents a small portion of those 4T has performed since its formation in 1992.

- ***Assist to Law Firms*** in defense or plaintiff litigation, arbitration, insurance claims, depositions, expert testimony and other support to the legal profession.
- ***Pre-construction planning***, inclusive of: code interpretations, product evaluations, roof membrane/system alternatives, warranty/guarantee evaluation, comparative cost estimates and scheduling.
- ***Product development / Research and Development***- Mr. Franklin has assisted in the creation of and introduction of a number of different products and systems which are all products currently being marketed and sold in the United States. Products include:
  - Owens Corning / Foamular Insulated Tilt-wall Panels*** for commercial construction.
  - Eliminator by Owens Corning***- Produced and sold through Owens Corning Foamular and Insulation products group.
  - PVC Fleeceback Product and systems***- Fog-n-fleece fully adhered PVC roof membrane which is fully adhered to the exposed substrate and/or insulation product.
  - PVC Fleece back adhesive***- in conjunction with 3M
  - PVC Plunem vents***- Enhances performance of roof systems and provides owners a maintenance free high performance flashing.
- ***LED Survey's , Design and ROI Development***
- ***Specification development***, including: preparation of contract documents; plans, specifications and details; bidding/negotiations, pre-qualification of contractors, pre-bid meetings, and bid analysis and contract awards. Mr. Franklin has also assisted and been retained in the construction of National Specification programs which allow the field sales organizations to generate CSI format specifications and technical data required to provide clear and industry sound specifications to Architects and Engineers throughout the US.
- ***Roof construction management***, inclusive of: site management, pre-job conferences and final inspections, detailed reports of job progress and jobsite communications, progress payments, OSHA compliance and more..
- ***Project / Site Quality Control and Specification Compliance Monitoring***

- ***Catastrophic / Emergency Response Teams and Programs*** for fortune 500 companies including Wal-Mart, Public Storage and the US Navy.
- ***Site Testing / Product Performance Analysis*** for Owners, Manufacturers, Insurance Companies and others.
- ***Preliminary roof investigations*** to determine the cause of roof failure and develop appropriate solutions as well as ***Due Diligence*** when purchasing or selling. 4T can also provide accurate budgeting to assure accurate negotiations on selling or purchasing price for entire exterior envelope, parking lots and more.
- ***Forensic investigations*** of all forms of moisture intrusion: residential, commercial, industrial, retail, etc.
- ***Product / Manufacturer as well as Assembly selection*** Valuation and recommendation for materials and application procedures, including life cycle costing and cost vs. benefit analysis of roofing options/thermal envelope.
- ***“Due Diligence”*** investigation and examination of all building components to assist with real estate transactions.
- ***Proactive asset Management***-Customized preventive maintenance programs.
- ***Roofing seminars and maintenance training programs*** and general education seminars on the Exterior Envelope.
- ***Facility Database Development***-Computerized, multi-facility roof surveys to assist the multiple building owners in asset maximization programs, prioritization of maintenance needs, etc.
- ***Product testing***, sample testing and evaluation for compliance and the presence of ACM.
- ***Structural and seismic analysis*** of buildings by licensed Professional Engineer.
- ***Thermal envelope design with AHRAE 90.1*** compliance and analysis. Modeling software allows for evaluation of site-specific design. Includes all cities and states within the United States.

All of these services are designed and performed with the intent of providing our client clear, consistent and defensible information so both their Firms and Teams can make decisions that will increase their return on investment to both the company and shareholders.

## **I. Outline utilized for a Sample Investigation by 4T Partnership (SAMPLE only)**

*Note: Each is tailored to focus on the specific criteria and scope of work that is defined by our client to document those components that can provide the greatest value in information for there team.*

### Equipment provided or utilized or provided as needed during investigations:

1. Harnesses/steep slope team
2. 12' – 30' ladders
3. Portable trailers for transport of large exhibits.

### Steps in evaluating and investigating exposed Roof Systems

- Review pertinent construction, design and historical data.
- Site visit: site visit is performed and conducted to investigate and document all components of the exterior envelope, asses physical condition, collect / document existing conditions, retrieve samples and demonstrative exhibits which might be representative to the question at hand.
- 4T would compile and submit a written report documenting all roof system components, including but not limited to:
  - a. Photographs of actual as well as potential problem areas.
  - b. Collection of roof membrane samples and roof system cores for analytical / objective analysis & testing.
  - c. Roof diagram, including all penetrations and defect locations.
- Interpretation of all findings and formulation of recommendations.
- Asbestos testing and certification of findings.
- Moisture surveys/Infrared analysis
- Product/component compatibility
- Product testing
- Mechanical defect analysis
- Additional testing – includes MDA (Microscopic Defect Analysis) analysis and characteristic documenting (forensic analysis as needed)

Based on tabulation of results and findings the typical site investigation can follow a number of different paths depending on the questions the client has posed and/ or the environment or reason for the investigation. This is simply an outline to identify some of the more common aspects involved around the site investigation.



## **II. Outline of Roof Survey Data Base Systems for 4T Partnership**

This service example outline is specifically designed to assist the multi-facility owner in developing an indexed inventory and condition report of his various roofs. This will prove to be an invaluable aid in maintenance budgeting while providing documented justification for necessary capital expenditures. This survey is typically used as a follow-up to Roof Analysis (see above).

### **Included in this service are:**

Site visit of each facility to compile pertinent historical data and assess current conditions to be reported, by facility, in computer format. The following are among some typical items included in the report for each site:

- a. Condition of roof surface.
- b. Condition of roof membrane.
- c. Condition of substrate.
- d. Condition of flashings and terminations.
- e. Condition of parapet walls and other appurtenances.
- f. Condition of metal counter flashings, etc.
- g. Condition of mechanical equipment supports, etc.
- h. Assessment of occupant complaints.
- i. Comments and recommendations.
- j. Approximate budget figures.
- k. Roof sample analysis
- l. General condition photographs.
- m. Defect analysis and classification.
- n. Recommendations / future performance criteria requirements
- o. Return on investments analysis
- p. Charting of all assets on defects / performance characteristics
- q. ROI / maintenance and repair schedule and program
- r. Product and system recommendations for asset maximization
- s. Interview and review of site management personnel

Once each site has been reviewed a cumulative report outline all steps that can be implemented to maximize each site and the overall grouping. Summary report of recommendations, implementation of all future tracking, performance requirements for future vendors and suppliers, accountability tracking and real time data tools.

### **III. Proactive Roof Maintenance Program**

Proactive maintenance along with proper design and incorporation of products and systems best suited for the buildings function and geographic location can go a long way to assuring the building owner of maximizing his return on investment while also performing its desired function. All of the buildings characteristics should be considered when in the design phase to assure satisfaction of the owner and successful performance of the envelope.

#### **The Scope of Work Includes:**

Annual visit to the facility to compile pertinent data and assess current conditions. The following are among those items included in this report:

- a. Condition of the supporting structure, exterior and interior walls.
- b. Condition of the roof surface.
- c. Conditions of the roof membrane
- d. Condition of the roof decking.
- e. Condition of the flashings and terminations.
- f. Condition of parapet walls and other appurtenances.
- g. Condition of metal counter flashings, etc.
- h. Condition of mechanical equipment supports.
- i. Composition of roof membrane by roof core sample.
- j. Assessment of occupant complaints.
- k. Estimate of remaining life expectancy.
- l. Marking of all observed roofing deficiencies, which need repair.
- m. Provide complete specifications for repairing deficiencies.
- n. General condition photographs.
- o. Present approximate budget figures for repair.

Review all findings and recommendations with the client.

For clients with multi-facilities, a computer generated annual report will provide a complete listing of all buildings ranked by repair or replacement priority. This feature will allow capital to be requested on a timely basis and can virtually eliminate unexpected roofing expenditures.

The program will commence as the two-year applicator guarantee comes to term. This will ensure that the roof membrane is brought up to its optimum condition as it passes into its unwarranted life.

#### **IV. Architectural Consulting for New and Renovation Projects offered by 4T Partnership**

Our Firm's specification department develops the most detailed and comprehensive roofing specifications in the industry today. Our firm can develop database CSI formatted specification programs for use by literally hundreds of different designers as we did for Johns Manville and the re field sales organization or specifically for a building owner or Architect that might be completely custom. Proper Specification design and development ensures that the correct roofing materials and application procedures are utilized. These specifications make up the "blueprints" from which the roof is installed, and include the actual material procedures, along with accompanying detail drawings. These also cover other important points such as: proper handling and storage of materials, installation procedures, repair data, etc. With these specifications strictly followed you will have the roof system you want and need for continuous protection of your building and its contents.

In addition to our Firm's expertise, its thorough understanding of jobsite conditions gives provides an added dimension in precise specification development. Our firm will specify the materials and procedures that will create the best roof system, without neglecting the practical and economic limitations by jobsite conditions and contractor practices.

#### **Specification Services:**

- Field Investigation to include jobsite visit to determine existing conditions, construction, corrective needs and other necessary design considerations
- Complete specialized roof replacement specifications, including roof drawing and customized details
- Roofing Specification only
- Additional or Individual Custom Details

4T has assisted Architects throughout the Country with individual projects to assisting National Owners and their Architectural teams. Some of our past National Owner and Architects include:

- **Wal-Mart**
- **Costco**
- **Circuit City**
- **Nestle**
- **BSB Design**
- **Humphreys & Associates**
- **Leiden frost and Hurwitz**
- **Public Storage**
- **JPI Development**
- **PCS Architecture**
- **US Navy & NAVFAC**
- **General Motors**
- **Bell Helicopter**
- **Various Schools, State and Federal Facilities**

## **v. Specification Review**

Review and evaluate roof-related specifications, drawings and job related documents; provide written report indicating any recommended changes, modifications, deletions, etc., prior to submittal for bidding on New Construction.

Provide full due-diligence of existing facilities to determine building use, substrate, thermal needs, exterior cladding, roof penetrations, curb flashings, drainage and drainage systems, determine compatibility issues and various transitions and prepare appropriate bid documents.

4T work history includes master spec or data base specification programs for national Owners or specifically National Manufacturers similar to that work performed by 4T Partnership in developing the JM Master Spec database system used by both there sales force and Architects around the United States.4T was also an active participant in the Owens Corning Commercial roofing data base system as a beta Team member.

## **VI. Bid Administration**

The Firm will assume the role of facilitator in administering and enforcing contract and project requirements while interfacing with all appropriate parties to insure proper execution of the work form contract award to final completion.

### **Included in this service are:**

- Pre-Bid and SOW introduction to bidding participants
- RFI review and response.
- Bid Proposal review and analysis of responsive bid submitted.
- Submittal review and comment prior to notice to proceed.
- Coordinate project commencement with Contractor.
- Pre-Roof Conference to assure coordination between all participants and review of scope of work with Manufacture to assure proper Warranty and Guaranties achievement at conclusion of the project.
- Review and enforcement of safety requirements and procedures.
- Review and comment on all payment request by Contractors
- Proper filing and review of all Lien releases throughout the project.
- Provide clarifications, interpretation, etc. regarding project requirements throughout the duration of the project.
- Review any change order requests and provide recommendations to the Owner on both validity as well as costing. Issue any change orders as appropriate.
- Administer the contract in accordance with its terms.
- Manage execution as well as proper procedures for protection of the facility while under construction.
- Aid in the resolution of any disputes or concerns, which may arise.

- Coordinate and conduct a Final Inspection upon substantial completion of the work. Issue a written report including any final punch list items to be completed prior to final acceptance.
- Insure receipt of all required guarantees and certificate of completion.
- Receive, review and approve/reject final payment request after completion of all punch list items.

## VII. Site Management/Site Inspection

Some of the aspects which specifically apply to Site management and Site Inspection whether performed by 4T as full time, part time or simply at the beginning of construction and conclusion. 4T also offers video monitoring services to allow for more cost effective remote monitoring services as a more cost-effective alternative.

Site Inspection:

- a. Assure adherence to roof specifications and contract terms.
- b. Monitor all roof application and related procedures, such as:
  - Application specifications
  - Material storage/handling
  - Weather considerations
  - Surfacing and aggregate
  - Preformed roof insulation
  - Roof Insulation (all types)
  - Water cutoffs
  - Temporary roofs
  - Expansion joints and area dividers
  - Safety Compliance
  - Staging Monitoring
  - Drainage and waterflow issues
  - Curb flashings & Curb flashing assemblies
  - Daily weld test to confirm welding equipment operation
  - Product inspection to assure compliance and product condition
  - Monitoring of proper Product storage and protection
  - Substrate inspection & Associated pull test documentation
  - Proper access monitoring and protection of personnel on an active site
  - Protection of public traffic ways
  - Proper monitoring of all those operating Lifts, Cranes, ect. (OSHA Certifications)

*Many of the items above and more can be clearly identified on a project by project basis or built to our client's specific request based on each individual project.*

## VIII. 4T Partnership Seminars

4T Partnership would be truly honored to conduct one, two or three-hour or single day seminars tailored to your needs and requirements. Each seminar can include both classroom lectures and hands-on experience (many courses can qualify for CEU accreditation for specific industry certifications including TDI). 4T & Mr. Franklin has provided both lectures and seminar for National Manufacturers, Industry events (NRCA, WSCRA, MWCA, RCI, Texas Chapter of Roofing Consultants Institute and a number of other similar events) **Classroom education seminars can be built around most any part of the exterior envelope that may be desired. This is a simple outline of just one educational seminar.**

**Instructor:** Scott Franklin

### Low-sloped Roofing Seminar

1. Evaluation of the Roof:
  - a. Roof Decks
  - b. Insulation
  - c. Vapor Retarders
  - d. Roof Ply Ratings
  - e. Character of Bitumen
  - f. Roofing Felts
  - g. Flashings and Terminations
  - h. Expansion and Control Joints
  - i. Drains
2. Cold Applications:
  - a. PVC
  - b. "Restaurants"
  - c. Repair Materials and Methods
3. Single Ply and Elastomeric Roof Systems:
  - a. PVC
  - b. EPDM – Neoprene
  - c. Hybrid systems
  - d. Modified Bitumen

### Hands-on Instruction – Built-up Roofing

1. Roof Inspection:
  - a. What to look for
  - b. Evaluating causes
2. Repair Techniques
  - a. Blisters and Splits
  - b. Base Flashings
  - c. Metal Edge
  - d. Pipe Flashing

### **Additional / Typical Topics presented-(Previously presented)**

- Manufacturing Process and Application of Residential Roofing
- Forensic Investigation of Mechanical Defects- Microscopic Defect Analysis
- An Examination of Hail Resistant Shingles
- Proper design criteria for Roof Assemblies
- Proper investigative techniques for Roof investigations
- Proper Waterproofing of exterior / exposed Balconies
- BURA- Roofing Grade Asphalts and there specific characteristics
- Fundamentals of Fully adhered Single Ply assemblies
- Designing for Mother Nature
- Many more available upon request

### **Previous (specific) Presentations given**

- **Microscopic Defect Analysis**  
A review of the process, collection of data and process of forensic examination of products or systems.
- **Single ply membranes and the use of proper adhesive- given at the Western States Annual Convention Las Vegas 2013**
- **Proper application procedures and guidelines for installing Fog-n-Fleece Roof Systems- 2013**
- **Proper process for partnering and becoming an asset to the Building Owner or Architect- National Duro-Last Convention 2010, 2011 and 2012**
- **How to be a professional Roof Consultant in a Hail or Wind Investigation- North Texas Roofing Consultant Institute 2014**
- **How to work with both Manufacture , Consultant and Roofing Contractor, panel discussion with Carlisle, Conly Design Group and Scott Franklin of 4T Partnership. North Texas Roofing Consultants Institute of North Texas 2014**

Many other topics are available these are simply a few of the previously presented programs. Contact our office for a full list or to customize a topic or outline which might address a specific aspect that particular to you and your team.

## **IX. 4T Legal Assistance- Exterior Envelope**

Expert witness service is available in conjunction with other services as herein described. Discovery research, document review, depositions, arbitration hearings, and expert testimony during trials are areas of Mr. Franklin's expertise. Mr. Franklin is qualified and testified as a Product / Assembly Expert under Daubert standard. (A witness who is qualified as an expert by knowledge, skill, experience, training or education) of the art presentation(s) using CAD, virtual reality, mock-ups, etc. are commonly used and 4T has had tremendous success in applying common sense approach while also employing many of the techniques Mr. Franklin became familiar with during his years of work on both the Manufacture and research and development side of this Industry. Many of Mr. Franklin's past cases employed many parts of his experience gained while working for manufacturers in both the Asphalt Roofing Industry and ARMA, Singleply Industry as well as the exterior envelope side with waterproofing and Windows / Doors.

Mr. Franklin has testified on a wide range of the exterior envelope and includes some of the following systems and assemblies.

- 1) Asphalt based roof systems – Low Slope BUR failures and Asphalt ASTM Type I, II, III, IV and modified
- 2) Metal Roof assemblies (Both Residential and Commercial applications)
- 3) Refrigeration / Climate controlled Facilities, Vapor Barriers, Assemblies and application
- 4) Low sloped Single Ply and Multi ply Assemblies, Product failures (including SBS, APP, BUR, PVC, TPO, Evaloy, etc.)
- 5) Exterior Insulating Finish Systems, Moisture Calculations, Mold, application methods and standards
- 6) Steep Sloped Asphalt Roof Systems, variety of products including Tile, Shingles, MSR products and FRP or hybrid systems
- 7) Hail Exposure & Hail Damage
- 8) Wind Exposure & Wind Damage Loss- Exterior Envelope.
- 9) Tornado Loss Exterior Envelope.
- 10) Earthquake Damage, repair and assessment as well as loss documentation.
- 11) Hurricane and flood loss, cat response and methods of both permanent and temporary methods.
- 12) Waterproofing- above and below grade.

4T Partnership also maintains additional experts when necessary to address items that might fall into question outside of Mr. Franklin's expertise. 4T maintains additional experts as needed in Mechanical and RTU systems for testing and analysis as well since these are often part of a typical loss when this loss includes Hail or wind. Feel free to inquire should you have need.





# 4T Partnership LLC

## Building Envelope Experts

**Personnel Background / Work Experience of Mr. Franklin & 4T  
Partnership**

## **Introduction:**

Mr. Franklin has been actively involved in the construction business for his entire life. Mr. Franklin's formal participation and experience in the building envelope stretches over 15 years, starting with working in a shingle manufacturing plant. Since that time his travels have led him to develop his talents in the specialized area of construction. Mr. Franklin has been retained by a number of fortune 500 companies to provide his knowledge and expertise in a wide range of services, which address specific building components including, but not limited to, the following:

- Construction Litigation (plaintiff and defense)
- Appraisal review/investigation
- Due diligence investigation/costing
- Natural disaster response team
- Act of god identification/resolution
- Construction defect analysis
- Seminars/training programs
- Proactive roof management programs
- Product sampling/testing
- Construction management/quality control
- Design development
- Construction document development/analysis
- EIFS Systems
- Insulated Tilt-Up Wall System
- Pre-Case Wall Systems
- Water Proofing
- Thermal Building Analysis  
ASHRAE 90.1 Calculations
- Stucco Wall Systems
- Window & Door Investigation

Mr. Franklin continues to build on this knowledge through his constant involvement with clients throughout the country. He has spent significant time through-out the United States in a multitude of building types including, but not limited to:

- Refrigeration/environmentally controlled buildings
- Tilt-up construction/warehouse
- High rise/multi-story
- Residential
- Commercial
- Retail
- Manufacturing
- Industrial
- Building envelope investigation/analysis
- Performance guidelines
- Scope of work and costing
- Sampling procedures and guidelines
- Life and safety procedure
- General program requirements
- Specification/construction document development

**Performance Roof System – Auditor/Accreditation Program (1994)**

- Product/system guidelines and application procedures
- Quality control guidelines
- System/product identification/testing
- Technical evaluation procedures

**Owens Corning Fiberglas- National Technical Meeting- Technical Presentation on the fundamentals of Roofing Grade Asphalt and modified Asphalts.**

- TQM concepts and practices
- Customer acceptance standards
- Project pinpoint –in-depth study by NRCA, evaluating the long term performance of BUR vs. single ply on low slope roofing
- Technical look at asphalt
- Technical look and evaluations of substrates

**Additional Work History includes:**

**4T Partnership – 1994 thru 2004**

- National Wal-Mart Consultant for 50 States (New and Reroof)
- National Consultant to Wal-Mart Global Property Loss
- National Consultant and Expert Witness (plaintiff and Defense)
- Development of Microscopic Defect Analysis
- Lead asset to State Farm General Counsel for Class Action suites
- R&D Insulated Tilt-Wall Program in partnership with Owens Corning

- Introduction and design development of “Eliminator” system for Insulating Metal Roof Assemblies

#### **Duro-Last Roof Systems- 2008 thru 2013**

- Market development of Distribution Module
- Tier I and Tier II Market Development
- New Product development
- Development of a Role Goods assembly or system
- Development of the DL Fleece back Roof system assembly, testing and adhesive research

#### **Saratoga Roofing / DBA Mountain Top Roofing 2013 thru 2014**

- Business Development

#### **Associations / Memberships:**

- Construction Specifications Institute (CSI)
- Roofing Contractors Association, Southern California
- Western States Roofing Contractors Association
- Tile Roofing Institute
- Owens Corning Roofing/Asphalt Advisory Board
- Owens Corning Certified Roofing Contractor Program Review Committee
- Roof Consultants Institute (RCI) Professional Member
- National Roofing Contractors Association (NRCA)
- General Motors – North American – FAMP

#### **Recognized / Certified Independent Auditor / Expert For:**

- Owens Corning Fiberglas – Nationally
- JM Roof Systems – Nationally
- Performance Roof Systems – Nationally
- Allied Signal – Nationally
- Potlach Corporation – Nationally
- Tamko – Regionally
- MB Technologies - Regionally

## **Specific Seminars / Training & Work Experience:**

Mr. Franklin has conducted hundreds of training sessions both on the roof as well as in the classroom. He has trained Contractors, Owners, Architects and Consultants in the proper use, design and application methods of roofing products and systems.

Mr. Franklin has also conducted a number of seminars for a wide range of Owners, Architects, Manufacturers and Consultants. One of these seminars was conducted at National Sales Meeting where Mr. Franklin was brought in by Trumbull Asphalt Division to conduct a 3-day forensic look at asphalts used for roofing. This seminar dealt with such topics as application techniques, selection of proper asphalts, proper techniques of training contractors, development of performance criteria, understanding of asphalt types, limitations and properties, and testing of asphalts.

### **Areas of Expertise:**

- Low slope roofing
- Sloped roofing (Tile, Metal and Asphalt Shingles)
- Proactive facility management programs
- Design development
- Repair specification development
- Construction document development/presentation
- Waterproofing
- Parking lot evaluation
- Earthquake/hail/storm investigation and analysis
- Sample testing and analysis
- Moisture intrusion investigation
- Building exterior investigation and analysis
- Application guideline evaluation/codes and standards enforcement
- Statistical analysis
- Total facility evaluation
- Asset maximization/return on investment programs
- Litigation support plaintiff and defense cases
- Appraisal review and support
- EIFS Systems

Mr. Franklin and the office are happy to schedule dates and times to have him speak on a wide range of topics that involve the Exterior Envelope Industry. Please call to schedule a date and time along with any specific topics you might wish to have him speak to.

## **Major Professional Events and Specific Project Experience:**

- Mr. Franklin stays extensively involved in the thermal design community throughout the United States and abroad. His involvement has led to the development of some of the world's state-of-the-art thermal maximization systems. World-class companies such as Owens Corning Fiberglas retain Mr. Franklin annually.
- Mr. Franklin was lead design and quality control on the restoration of Spanish tile at the historic Warner Brothers Studios in Burbank California. All of the tile was removed and cleaned and a new two ply built up system was installed. Once complete the Spanish tile was reinstalled with a New Port Fastener twist tie wire tie copper system for seismic purposes. The overall project was in excess of 200,000 sqr ft. at cost of over 2 million dollars.
- Mr. Franklin has authorized a number of National Objective Asset Maximization Programs. These databases are actively used in the analysis of commercial roof systems throughout the United States. These databases have documented and archived over 250,000 defects involving more than 60,000 square feet of commercial construction in years 1996 & 1997.
- Mr. Franklin has maintained an active role with a number of manufacturers in the development of both certified contractor programs and application techniques. This proactive involvement was rewarded in 1997 through Mr. Franklin's selection to Henry's Roof Coating & system – National Advisory Board.
- Mr. Franklin's active participation in roofing has also created extensive involvement in the study of appropriate substrates for both low slope and steep slope roofing systems. During the years of 1993-1995 Mr. Franklin served as a retained auditor of commercial panelized O.S.B. System. His involvement with this pioneering program allowed him to investigate over 30 million square ft. of O.S.B. installations and document the common tendencies and application as a substrate to both commercial and residential applications for a wide variety of roofing systems.
- Mr. Franklin continues to lecture and train Fortune 500 Companies throughout the United States. Those training programs include some of the largest building owner and manufactures in the world.
- Mr. Franklin has spent over 8 years as an expert to Centex Homes and there design partners. During this period of time Mr. Franklin has assisted the design team with product selection, quality control and application standards for their tile assemblies, shingle applications and flat roof assemblies. This work included millions of sqr feet in Texas and New Mexico markets.
- In 1997 Mr. Franklin has continued his active participation in expert witness and construction defect analysis. Mr. Franklin maintains both plaintiff and defense work. Services offered by Mr. Franklin include the following:

1. Forensic Analysis / Intrusive Investigation
2. Investigation of Hail and Wind Exposure
3. Moisture Intrusion Investigation / Documentation
4. Construction Defect Analysis
5. Code Compliance
6. Manufacture / Industry Compliance Standards
7. Construction Document / Plan Review
8. Infrared / Non-Intrusive Analysis
9. Destructive Analysis

- Mr. Franklin was recently contracted by Owens Corning to consult on design, application, thermal analysis and performance for their Foamular Division which is one of the largest suppliers of insulation and EIFS Systems in the United States. Mr. Franklin's services will include providing Architectural Plan Check and Engineering Review for EIFS, Insulated Pre-Cast and Site Cast Wall Systems.
- Mr. Franklin has broadened his speaking engagements to include "Architectural Review", a nationally recognized television show. During this engagement Mr. Franklin was asked to provide expert insight into both roof systems and thermal envelope systems for consumer correspondent, John Stossel. This program can be seen throughout the United States on CNBC and most local public broadcast channels.
- Microscopic Defect Analysis continues to gain interest through national publication. In 2000, the National Roofing Contractors Association (NRCA) published Scott Franklin's most current research and documentation in objective defect analysis and forensic investigation. This protocol is providing unequaled amounts of objective causation determination.



# 4T Partnership LLC

## Building Envelope Experts

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4T Partnership & Mr. Scott Franklin's past and present advisory  
board involvement



# National Manufacturer and Industry Participation

Through our involvement and work direct with both Industry associations and Manufacturers it allows 4T to stay at the front of National trends, product enhancements and technical advancements that we can then utilize in strengthening our ability to provide critical information to our clients and information that can enhance their decisions with the Design, care and long term return on investment of their facilities. This involvement also allows 4T to operate throughout the US. This gives 4T the ability to work and consistently maintain conditions, performance and climatic issues throughout the United States. This also provides great perspective on contractor trends, behavior and system performance enhancing our ability to provide credible and defensible information that might be specific issues in different parts of the country. In a ever growing marketplace it is more important than ever that 4T understand all of the components of your facility so that 4T can creditably advise your team on any cost, performance or climatic conditions that could affect the performance of your exterior envelope.

## **1993-Present Owens Corning Fiberglas**

Participated and been retained to advise Owens Corning on a number of discipline and scope including:

- National Commercial Roofing Owners Program Manager
- National Auditor for Owens Corning Commercial Roofing Program
- National Design Liaison for Architects/Engineer for Insulated Panel Design
- Owens Corning ASHREA Thermal Analysis Software Development
- New Product Design Development
- Residential Roofing Repair Manual

## **1998-1999 Henry's – National coatings and Roof System Manufacturer**

- National Roof System Advisory Board

## **1998-2000 Oregon Research & Development – National coating and Roof System Manufacturer**

- Research and Product Development
- Author – Roof First Aid Kit
- Publisher – Commercial Roofing Repair Manual
- Publisher – Residential Roofing Repair Manual
- Technical Advisor of National Video Production “Roof First Aid Kit” Care and Maintenance of Commercial/Residential Roof System

## **2002-Present Fry Reglet – National Manufacturer of Commercial Roofing Metal Flashing Components**

- National Contractor Analysis/Product Installation
- Product Development

- National Advisor
- EIFS Assembly/Product

**2000 Architectural Digest** – National Television Production, Hosted by:

Mr. Franklin was interviewed for technical advice on various roof systems, maintenance and coating systems.

**Manville** – National Manufacturer of Commercial Roof Systems

- Technical Advisor
- Development – National Specification Program for Commercial Roof Systems

**Allied Signal** – National Manufacturer of Commercial Roof Systems

- Warranty/Guaranty Auditor

**General Motors – NAD FAMP** – National Owner Commercial Roofing Program

- National Project Manager/Consultant
- Design Development

**State Farm Insurance** – National Property Insurance Company

*National Training Program – Program was based on the proper identification, investigation, and analysis of steep sloped roofing products. Program was produced on video and used in State Farm organized classes around the country. Worked with Market Director / Chief “CAT” office of the Regional office to improve inspection techniques by company personnel while also increasing safety and documentation of losses.*

## Letter of Recommendation

March 5, 2014

**From: Vincent T. Hartmann, CDR, CEC, U.S. Navy (Retired)**  
KBR & Global CON-CAP Response Director for KBR

**Re: Scott D. Franklin - Letter of Recommendation**

***Vince Hartmann background (Author of recommendation)***

*I retired from the U.S. Navy in 2001 as a Commander (Officer 0-5) in the Civil Engineer Corps. I am a Professional Engineer from the State of Ohio; a graduate of the U.S. Naval Academy, Class of 1981 (BSME); a graduate of Purdue University 1986 – M.S.E., Construction Management; and a graduate of Chaminade University 1998 – M.B.A., Business Administration. After my military retirement in 2001, I started my second career and I have held the following jobs/positions with each respective company:*

- KBR, Houston, TX (2001 – 2006) General Program Manager
- SelectBuild Construction Services, Ft. Lauderdale, FL (2006 – 2007) Director Quality Assurance
- Broaddus & Associates, Gulfport, MS Office (2007 – 2009) Vice President Mississippi Gulf Coast Region
- VTH Professional Services Inc., Cincinnati, OH (2009 – Present) Principal / President
- Better Built Construction Services Inc., Middletown, OH (2012 – 2013) Senior Project Manager
- Americraft Manufacturing Company Inc., Cincinnati, OH (2013 – Present) Senior Sales Manager

***Project & 4T (Scott Franklin) Chief Consultant / Exterior Envelope recommendation:***

**US Navy Global-Con-CAP Response Team- Pensacola Naval Air Station & related bases in Florida after Hurricane IVAN & KSTRINA**

**Background:**

I first met Scott Franklin in 2004 at Pensacola, FL when I was the General Program Manager for KBR managing the Navy Emergency Construction Capabilities (CONCAP) contract resulting from the devastation of Hurricane Ivan. This five (5) month \$75M disaster recovery contract resulted in managing more than 200 subcontract totaling 900+ personnel in excess of 350,000 man-hours with no lost time incidents. The Navy converted this disaster recovery contract and awarded KBR a Navy NAS Pensacola Multiple Award Construction Contract (MACC) that resulted in \$350M in permanent construction and repairs.

**Event:**

When Hurricane Ivan hit Pensacola, FL on September 18, 2004, Scott Franklin and his company Advanced Roofing was working on a local roof repair project for a Youth Camp Building for the State of Florida not far from NAS Pensacola. Scott took the initiative to contact the Navy Base Commander who directed him to my temporary field office trailer to offer his company and personal assistance in providing roof repairs to the numerous buildings and structures that were damaged from Hurricane Ivan. The first three objectives in a major facility and infrastructure disaster are to:

1. make the site safe by securing damaged utilities (electric, water & gas) and clearing roads and pathways from down trees and debris
2. restore the primary utilities – electric, water & gas, and
3. close-in the building shell (roofs and exterior walls) to prevent further damage from the weather.

Because of the massive damage to not only the Navy Bases but the entire City of Pensacola, we (KBR) were having a challenging time to find adequate construction firms in the general area to mobilize quickly and initiate the temporary emergency repairs. Scott was a godsend to our success in being the first large roofing construction company to be able to mobilize quickly and bring in outside crews, equipment and material to immediately begin roof repairs. Scott's extensive and professional experience in the roofing industry was also extremely critical to our overall success. I quickly was convinced that Scott was the best and right person to directly assist me in managing the overall temporary and permanent roof repairs to the damaged bases at all three Navy Bases, KBR was contractually responsible to manage. The following is a brief summary of the accomplishments Scott was personally responsible for:

1. All the temporary roof repairs of the buildings at Naval Technical Training Command (NTTC) Corry Station, Pensacola FL
2. Becoming one of the primary roofing subcontractors for KBR for all the buildings at Naval Air Station (NAS) Pensacola. The initially assigned roofing subcontractors were not performing or providing the quality of repairs and workmanship consistent with NCRA guidelines.
3. A week after Hurricane Ivan hit, the Navy's #1 and most critical building at NAS Pensacola to get back into operation was the Base Mess Hall and Recreation Center. The initially assigned roofing subcontractor was not performing and a recent rain caused additional interior damage to the facility. Scott and Advanced Roofing quickly mobilized their crews and equipment and completed the repairs to the entire building within 4 work days. Most impressive accomplishment and one that made a lasting impression upon the Base Commander.
4. Becoming my roofing subject matter expert and confidant in developing new guidelines for temporary and permanent roof repairs.
5. After about 3 months of essentially completing all the emergency temporary repairs to all the buildings at the three outlying Naval Bases, the Navy decided to prepare a follow-on contract for the permanent repairs that would be competed to all qualified contractors. The Navy needed help preparing the contract specifications and proposal. Scott was invited to travel to NAVFAC Headquarters in Washington D.C. to assist them. A true testament to Scott's qualifications and professionalism.
6. KBR won the contract for the permanent repairs and Scott became a valued asset to the KBR core subcontracting team and he was personally responsible for the overall success of the permanent roof repairs.

7. Super Hurricane Katrina hit the Gulf Coast on August 29, 2005. KBR again was contracted to lead the disaster recovery operation effort for the Naval Bases on the Mississippi Coast and in New Orleans. Scott was invited to participate in the KBR lead assessment team for all the roofing repair work. Scott and his team were responsible for mobilizing crews of over 250 roofers and completed over \$20 M in roof repairs. Scott also was the lead consultant for developing the plan for the permanent roof repairs.

Scott Franklin is the ultimate roofing professional and holds my highest respect for everything he did and accomplished in restoring the Navy facilities at 8 different installations between the two hurricanes with Super Hurricane Katrina being the most devastating natural disasters on U.S. soil in modern time. The U.S. Navy and the KBR team are proud to have served with Scott Franklin. He knows roofing and is one of the best in his profession.

Thank You Scott for all your unselfish support and making things happen and truly living the Navy Seabee motto of "Can Do". Not only can you do but most importantly you did and continue to do!!

I highly recommend Scott for any position in any situation with regards to the roofing industry. Below is my contact information if anyone wants a personal recommendation of Scot Franklin's abilities, knowledge and professionalism concerning roofing, managing crews, leading a project or being a subject matter expert or consultant:

Sincerely,  
Vincent T. Hartmann, P.E., MBA  
CDR, CEC, US Navy (Retired)  
3523 Jessup Road  
Cincinnati, Ohio 45239  
(513) 515-8498  
[vhartmann81@gmail.com](mailto:vhartmann81@gmail.com)

*Additional References available upon request*





**4T PARTNERSHIP LLC**

**INTELLIGENT DESIGN &**

**FACILITY MANAGE-**

Exterior Envelope Consultant / Expert Witness / Strategic Design Partnerships

ategic De-

**September 2015**

## Advantages of “Intelligent Design”

Designing with purpose and intent is a difficult challenge in today's complex, highly technical, ever-changing Facility Management, Design and Construction Industry. Significant performance demands along with stringent cost restrictions are a difficult balance in today's building needs. It is especially difficult when companies are developing and managing projects / facilities across large geographic areas of the country with the constant demands to do more with lower construction budgets, lower operational budgets and shrinking staff. (More the norm than not in today's world) 4T has practiced within the Industry for over 30 years now and the demands on facility staffs has never been greater. Our goal and purpose is to help these facility teams, design professionals and building owners by adding consistent, creditable and repeatable resources to our clients. 4T has developed key “Best of Class” resources which allow 4T to intergrade proven long term products, assemblies & systems which work in concert to maximize the return on investment in a very predictable & accountable way. Each component is designed to interact with a building in a way that adds value to the overall asset and supports the overall all goal of the building design, building use, and overall budget of the Client, Team and Company. The 4T process achieves success by helping our clients manage not only the design and construction process but by also designing for the future by reducing and eliminating maintenance and designing products and systems that will consistently provide “real” tools that lower your overall operational cost of the facility. 4T then integrates tools that can allow the team, Client or designer to consistently track results with both the asset value and operational costs. Lastly we then align our clients with these “Best of Class” resources by leveraging their overall global power within the Industry to maximize their ability to utilize services, support and tools that all directly affect the bottom line cost.

In short regardless of your role in the Facility design, management or Ownership 4T defines Intelligent design thru producing world class results thru adding “Best of Class” resources that help you to develop accountable processes, Technological advances that assure high asset value retention, lower annual maintenance and unequalled reductions in your facilities hourly, daily or monthly cost to operate by total integration of 4T's Intelligent design team process. Whether you are designing new buildings, managing existing buildings, repurposing buildings or managing an entire portfolio 4T will help you and your team lower operational cost, add accountability & control to your facility costs and put you or your clients in the driver seat with lower design costs, operational costs and true asset value growth. 4T and our team are anxious and ready to meet with you, your team or firm and to start tapping in on “Intelligent design” with proven, documentable and consistent results for you and



### Exterior Envelope “Intelligent Design”

- 4T Team provides Exterior wall & Thermal Envelope Design
- 4T provides Roofing & Waterproofing Design with “Best of Class” proven Manufacturers, systems and assemblies
- 4T provides “Best of Class” Resources thru Intelligent Design that strengthen and support your team helping its clients to be proactive.
- 4T helps to leveraging your Company or Firm's Global opportunities and tap into real cost installed cost benefits delivering better application, quality and performance at lower sq. ft. costs
- 4T brings it all together with Intelligent Design creating a more efficient operating facility, lower maintenance costs and lowered risk while increasing building value to you and occupants.

### Existing Facilities “Intelligent Design”

- 4T integrates Performance standards and process for managing & tracking Building wellness which increase daily performance, Lowers annual maintenance cost and increases asset market values.
- 4T provides “Best of Class” partners and systems / resources which can dramatically lower operational costs daily while dramatically increasing your facili-

## 4T Partnership LLC

Scott Franklin / Principal

972-658-4513

Tyler Franklin / VP Business Dev.

**4T Partnership LLC: Since 1994 Delivering Consistent, Creditable and repeatable results**





Warner Brothers Studios : Burbank California

## Be Flexible and creative to meet a Non-Flexible Goal?

4T Partnership has been a consultant and resource behind the scenes for design firms and building owners across the United States. Whether working with Architectural Design Firms, Fortune 500 Companies or Facility Teams with large or small port folio's are goals are the same. Be flexible in truly understanding the need of our clients, identify key resources that will increase our clients success of meeting their personal goals and delivering our services and products in a consistent, repeatable and defensible way. We truly feel we are accountable to our clients and we are accountable to helping them achieve there results. 4T began developing its programs with Warner Brothers Studios thru understanding the needs of the studios as well as the overall goal. Working with all three groups of the studios and Time Warner Facility Groups (New Construction and Design Services, Facilities Maintenance and Remodel / repurposing Division. Additionally it was important that these goals all worked hand in hand with the goals of the corporate renewable energy program and real estate group that was land locked with no additional room to grow a rapidly growing industry in the early 1990's. In the end it is critical to be flexible in the process of achieving very rigid and documented guidelines. This was even more critical when 4T led the Catastrophic response after Northridge Earthquake which had caused millions in damage during the fall filming schedule with costly back charges should they not be able to film daily.

4T has worked with Architectural Teams, Building Owners, Retail giants like Wal-Mart to financial Institutions like Transamerica in renovating facilities / properties that they were lenders on and the Owners walked away from when the Industry has gone thru cyclical cycles. In each of these we strive to be creative in uncovering solutions or in some cases literally developing new products or systems to support a clients needs. In the end our clients goals are what has driven our success and its what will continue to drive those things we have yet to develop to support our clientele.

We at 4T look forward to difficult goals and challenges which allow our team to do its best work. Meeting your specific needs and Goals.

**4T Partnership LLC– Full service Exterior envelope consultant / Expert Witness / Architectural Design Services**



- Design & Assembly Selection
- Life Cycle Costing
- Building Performance criteria
- Clean Energy Sources
- Return on investment modeling
- Facility maintenance requirements & Guidelines Development
- Compatibility of surrounding construction components
- Factory Mutual Criteria
- Assessment of climatic conditions of the Asset
- ASTM Guidelines
- United Laboratory's

4T Partnership's served as Chief of exterior Envelope in support to KBR & NAVFAC during Hurricane Katrina and IVAN (\$600 mm in emergency repairs and permeant repairs



## National Manufacture Partnerships– Resources

4T Partnership works consistently with Manufacturers within our disciplines of expertise to maintain awareness of systems, assemblies and products which might add value to our Clients. Our 30+ years of work in Defect documentation, Research & Development and Testing has allowed 4T to develop new products, new applications and better return on investment for our clients & Manufacturing partners we are retained by.

Not all products and systems are "Best of Class" and not all Products & Systems are a proper fit or application for individual Owner, Designer or Firm; This is why we have spent 30+ years working with a variety of Nationally recognized Manufacturers and service providers to assure we can utilize the right combination of resources to support your individual needs. Each Client is different and there goals are different. 4T's success has been its ability to be flexible and patient in finding what resources, products and systems perfectly match and support the client in a quick and predictable process so results are seen quickly and consistently.

- Cost Effective based on the specific criteria of the client thru proper design and documentation
- Client capability– Best combination of resources products and systems to support the overall goals of the client.
- Provide maximum ROI (return on investment) Regardless of an Owners goals maximizing return on investment is essential in surviving in our global economy. 4T is always looking to predictably exceed and increase the goal.
- Compatible Building environment & design. Compatible use of products and systems that support the goal are critical to success of the design, operation and aesthetics of the building.
- Meeting and exceeding all local codes, guidelines are critical in maintaining proper performance, long term operational cost, Insurance compliance and risk to our clients.

All aspects of these criteria in aligning our clients with creditable and consistent resources that deliver clear and documentable success



Bell Helicopter Flight Training and Simulator : Hurst Texas

## Due-Diligence

4T's involvement with Building Owners include due diligence packages providing clear recommendations to the seller or buyer on key aspects of the building and there current condition. 4T investigates all aspects to the facility to determine a long range maintenance budget, identification of any deferred maintenance and detailed breakdown of the components of the building. These aspects are critical whether we are employed by purchaser or seller in a commercial building transaction.

4T also performs destructive analysis to uncover "Non Visible" or hidden condition about the original construction of the building, thermal envelope, lighting and fixture assessment, exterior cladding system and condition and all other components of the exterior envelope. In some cases 4T can add components to this review & assessment including exterior painting and parking lot condition reports or other aspects our clients might want focus.

4T provides detailed breakdown with multiple options for either party that can correct existing defects or enhance existing condition to perform in accordance with any necessary budget model or client program. In the end our firm is flexible in our approach striving to accommodate the clients needs rather then push a formatted approach.